

**Table I Summary of Changes 4C (continued)**

Chapter	Description
- - -	ACT of S, B, L, Y.
- - -	Added Terms and Definitions table, FOC Calculation table and DDD Calculation table to each section.
4. Unbundled Network Elements	Updated Terms and Definitions table. Changed Targeted Service Interval to Standard Interval. Updated definition of Standard Interval.
- - -	Added Assumptions.
- - -	Added DDD Calculation.
UNE Interval Table	Changed Targeted Service Interval to Standard Interval and changed FOC Interval to Targeted FOC Interval..
- - -	Updated Standard Interval and FOC Interval for 2 Wire analog voice grade loop non-designed (SL1)., quantity 1-5. Changed Standard Interval for quantity 6-14.
- - -	Updated Standard Interval and FOC Interval for 2 Wire analog voice grade loop designed (SL2), quantity 1-5. Changed Standard Interval for quantity 6-14.
- - -	Updated FOC Interval for 4 Wire analog voice grade loop, quantity 1-5.
- - -	Changed quantity from 1-7 to 1-5 and 8-14 to 6-14 for 2 Wire ISDN digital loop.
- - -	Removed 4 Wire DS1 & PRI digital loop.
- - -	Added Unbundled Digital Channel (UDC).
- - -	Changed product name of 4 Wire 56 or 64 Kbps digital loop to 4 Wire 2.4, 4.8, 9.6, 19.2, 56 or 64 kbps digital loop. Changed Standard Interval and FOC Interval for quantity 1-5; changed Standard interval for quantity 6-14.
- - -	Added new products: DS1 Loop, Dark Fiber, and Line Sharing.
- - -	Updated Standard Interval for ADSL-2 Wire asymmetrical digital subscriber line loop*. Changed Standard Interval for quantity 1-5. Changed quantity of 6-13 to 6-14 and changed Standard Interval and FOC Interval. Changed quantity of 14+ to 15+.

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**Table I Summary of Changes 4C (continued)**

Chapter	Description
- - -	Updated Standard Interval and FOC Interval for HDSL-2 Wire & 4-Wire high bit rate digital subscriber line loop, quantity 1-5. Changed quantity 6-13 to 6-14 and changed Standard Interval and FOC Interval. Changed 14+ to 15+.
- - -	Updated Standard Interval and FOC Interval for Unbundled Copper Loop, quantity 1-5. Changed quantity 6-13 to 6-14 and updated Standard Interval and FOC Interval. Changed 14+ to 15+ .
- - -	Updated Standard Interval and FOC Interval for Unbundled Loop Concentration (ULC) System.
- - -	Removed ULC Loop Interfaces.
- - -	Removed Note 3 from Unbundled Sub-loop Distribution.
- - -	Removed Note 3 and changed text on Unbundled Sub-loop -INC.
- - -	Updated quantity of 1-14 to 1-5, 6-10, and 11+ for NID to NID cross connect. Deleted quantity of 15+. Updated Standard Intervals and FOC Intervals.
- - -	Updated quantity of 1-14 to 1-5, 6-10, and 11+ for NID. Deleted quantity of 15+. Updated Standard Intervals and FOC Intervals.
- - -	Added Non Channelized Transport section to table.
- - -	Added Channelized Transport section to table.
- - -	Added Unbundled Local Switching (Port) section to table.
- - -	Added Enhanced Extended Links (EELs) section to table.
- - -	Added Non Switch Combinations section to table.
- - -	Deleted Interoffice Transport section.
- - -	Deleted Unbundled Local Switching section.
- - -	Open AIN (OAIN) products- Added "calendar" to number of day intervals.
- - -	CCS7 Signaling Transport Service products - Added "business" to number of day intervals.

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**Table I Summary of Changes 4C (continued)**

<b>Chapter</b>	<b>Description</b>
- - -	On O/S and D/A UNEs products - Added "calendar" to number of day intervals.
- - -	On Customized Call Routing (selective routing-LCC) products - Added "calendar" to number of day intervals.
- - -	On Unbundled Access to OSS products -Added "calendar" to number of day intervals.
- - -	On Access to Databases products - Added "calendar" to number of day intervals.
- - -	Deleted notes.
4.2 Collocation Intervals	Added new section, Collocation Intervals tables for each state (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee). Added Collocation Intervals table for the FCC.
5. Local Number Portability	Updated Terms and Definitions table. Targeted Service Interval to Standard Interval and updated definition. Updated product definition.
- - -	Added Assumptions.
- - -	Added DDD Calculation.
- - -	Changed title on table from Targeted Service interval to Standard Interval and FOC Interval to Targeted FOC Interval.
- - -	For all Standad and Targeted FOC Intervals, added "business" to number of days.
- - -	Under Full Migration, updated Standard Interval and FOC Interval on Simple Resale/Retail Services, quantity 1-50 numbers.
- - -	Under Full Migration, updated Standard Interval and FOC Interval on Centrex/Multiserv, quantity 1-50 numbers.
- - -	Under Full Migration, removed LNP porting of number(s) only.
- - -	Under Full Migration, jpdated Standard Interval and FOC Interval on ISDN BRI, quantity 1-50 numbers. Removed Non-designed and Designed distinctions.

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**Table I Summary of Changes 4C (continued)**

<b>Chapter</b>	<b>Description</b>
- - -	Under Full Migration, updated Standard Interval and FOC Interval on ISDN PRI, quantity 1-50 numbers. Removed Non-designed and Designed distinctions.
- - -	Under Full Migration, updated Standard Interval and FOC Interval on Complete initial block of 20 numbers, quantity 1 block.
- - -	Under Full Migration, updated Standard Interval and FOC Interval on Complete initial block of 20 numbers PLUS one additional block of 20 numbers, quantity 2 blocks.
- - -	Under Partial Migration, updated Standard Interval and FOC Interval on Simple Resale/Retail Services, quantity 1-50 numbers.
- - -	Under Partial Migration, removed LNP porting of number(s) only.
- - -	Under Partial Migration, updated Standard Interval and FOC Interval on Centrex/MultiServ, quantity 1-50 numbers.
- - -	Under Partial Migration, updated Standard Interval and FOC Interval on ISDN BRI, quantity 1-50 numbers. Removed Non designed and Designed distinctions.
- - -	Under Partial Migration, updated Standard Interval and FOC Interval on ISDN PRI, quantity 1-50 numbers. Removed Non designed and Designed distinctions.
- - -	Removed Notes.
5.2. Interim Number Portability Table	Changed Targeted Service Interval to Standard Interval and FOC Interval to Targeted FOC Interval.
- - -	Added "business" to Standard Interval and Targeted FOC Interval for number of days.
- - -	Added non complex and complex distinctions to RCF - Remote call forwarding.
- - -	Updated Standard Interval and FOC Interval on RCF-Remote call forwarding, quantity 1-25 numbers, non complex.
- - -	Added new product, RCF-Remote call forwarding, 1-25 numbers, complex.

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**Table I Summary of Changes 4C (continued)**

Chapter	Description
- - -	Updated Standard Interval and FOC Interval on RCF-Remote call forwarding, quantity 26-50 numbers.
- - -	Updated Standard Interval and FOC Interval on DID-Direct Inward Dial-Initial request-trunk group to be established.
- - -	Updated Standard Interval and FOC Interval on DID-Direct Inward Dial Subsequent request -trunk group in place, quantity 1-100 numbers.
6. Directory Listings Standard Interval Table	Added new section.
7. Non-Basic Inside Wire	Added new section.

**Version Information****Table J Revision History**

Date/Issue	Chapter	Description
July, 2000 / 3a	Introduction Section	Added URL addresses which reference the BellSouth Ordering Guide and the On-Line Customer Guides pages found on the World Wide Web.
July, 2000 / 3a	Simple Resale Services Interval Table	Added the word "days" to the Local Exchange Line (Flat/Message/Measured) Residence and Local Exchange Line (Flat/Message/Measured) Business rows in the Targeted Service Interval for Retail/Resale New or Existing Account and Resale Switch with Changes Column .
July, 2000 / 3a	Simple Resale Services Interval Table	Added a note at the bottom of the Simple Resale Services Interval Table to explain terms of Dispatch and No Dispatch.
July, 2000 / 3a	UNE Interval Table	Updated the interval for 2 Wire ISDN Digital Loop, Quantity 1-7.

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**Table J Revision History (continued)**

<b>Date/Issue</b>	<b>Chapter</b>	<b>Description</b>
July, 2000 / 3a	UNE Interval Table	Modified Physical Collocation-Central Office and Virtual Collocation-Central Office to include new Florida rules
July, 2000 / 3a	UNE Interval Table	Modified Physical Collocation-Central Office and Virtual Collocation-Central Office to include new intervals for 1-5 applications.

# 1. Alphabetical Product Index

## 1.1 Alphabetical Product Index

BellSouth product list sorted alphabetically with links to the appropriate interval table. Simply double click on the product to hyperlink to the correct table. (Link works only if on-line navigation method selected from On-line CLEC Customer Guides page. If you choose to download guides for easy viewing and printing links will not work).

- AccuPulse®
- ADSL 2 wire asymmetrical digital subscriber line loop
- Analog Data Services
- Call Waiting Deluxe
- Caller ID
- CCS7 Signaling Transport Service
- BellSouth Centrex
- Collocation
- Customized Call Routing
- Dark Fiber Transport
- Dedicated Transport
  - Interoffice DS0
  - Interoffice DS1
  - Interoffice DS3/STS1
  - Interoffice 2 wire voice grade
  - Interoffice 4 wire voice grade
  - Local Channel DS1
  - Local Channel DS3/STS1
- Directory Listings
- Direct Access to DA Service
- Direct Inward Dial (DID)
  - Interim Number Portability
  - Local Number Portability Number Blocks
  - Trunk Lines
- Directory Assistance
  - Call Completion
  - —
- E-911/SALI

- Enhanced Caller ID
- ESSX additions
- FlexServ®
- Foreign Central Office (FCO)
- Foreign Exchange (FX)
- Frame Relay
- HDSL 2 wire & 4 wire high bit rate digital subscriber line loop
- Integrated Package
- Interim Number Portability
- ISDN
  - BRI
  - PRI
  - Local Number Portability
    - BRI
    - PRI
  - 2 wire digital line side port
  - 4 wire digital line side port
- LightGate®
- Line Features for Local Exchange Lines
- Line Share
- Line Splitting
- Local Exchange Line
  - Residence
  - Business
  - Coin
- Local Number Portability
- MegaLink®
  - Channelized
  - Non-channelized
- MegaLink Plus®
- MemoryCall®
- MultiServ®/MultiServ Plus®
- Network Interface Device (NID)
  - NID
  - NID to NID cross connect
- Network Terminating Wire



- NMLI (Native Mode LAN Interconnection Service)
- Number Portability
- Non-Basic Inside Wire
- Off Premises Stations (OPS/OPX)
- Physical Collocation
- Private Branch Exchange (PBX)
- Remote Call Forwarding
  - For Interim Number Portability
  - For Local Exchange Line
- RingMaster®
- RIPH-Route Index Hubbing
- SmartPath®
- SmartRing®
- Sub Loops (outside plant)
  - Loop-INC
  - Loop Distribution
- Switched Combination
  - Residence
  - Business
  - Coin
  - DDITS
  - ISDN-PRI
  - ISDN-BRI
  - DID
  - PBX
- SynchroNet®
- Tie Lines
- ULC Loop Interfaces
- Unbundled
  - Access to OSS
  - Copper Loop
  - Local Switching (Port)
  - Loop Concentration (ULC) System
  - 2 Wire Analog Voice Grade Designed Loop
  - -2 Wire Analog Voice Grade Non-Designed Loop
  - -2 Wire ISDN Digital Loop

- -4 Wire 56 or 64 Kbps Digital Loop
- -4 Wire Analog Voice Grade Loop
- -DS1 Digital Loop
- Network Terminating Wire
- Sub-loop-INC
- Sub-loop Distribution
- Virtual Collocation
- WATS

## 2. Complex Resale and Switched Combination Services

### 2.1 Complex Resale Interval Table (REQTYPs E, N, P)

#### Terms and Definitions

Term	Definition
Product	BellSouth Product.
Quantity	Number of lines, trunks, circuits, or points requested.
Standard Interval	Number of days required for provisioning the requested service. This is the number of days from the time the service is entered in the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of days from receipt of request to processing Local Service Request (LSR).
Project Managed	When populated with a Y , the CLEC must contact the BellSouth Project Manager prior to submitting the LSR to request a BellSouth project identifier. The BellSouth Project Manager will negotiate the interval and due date with the CLEC. Refer to the BellSouth Business Rules for Local Ordering for Local Ordering -Data Elements Dictionary-LSR-PROJECT field for additional information regarding projects.

#### Assumptions

1. On all LSRs submitted manually and electronically, that require manual intervention, the LSR will be processed per the targeted LSR processing interval in the matrix for the specific product.
2. \* = Service Inquiry. When an asterisk is present after a product name, the product quantity or in the ACT column, a service inquiry is required and the request submitted to the Account Team/Complex Resale Service Group (CRSG). The Service Inquiry is included in the targeted LSR processing interval when applicable.
3. Negotiated — The BellSouth Project Manager will negotiate the interval and due date with the CLEC.
4. Independent Telephone Companies/Interexchange Carriers have their own established intervals.
5. ACT = D interval should reflect the day that the service is to be disconnected. Billing will stop on Desired Due Date (DDD).

6. ACT D is required in lieu of ACT Y.
7. Local Number Portability (LNP) to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days. When porting numbers to be established as Complex Resale/UNE P products the complex intervals will take precedence if the interval is greater than 10 business days.

#### **Due Date Calculation**

1. DDD equates to standard interval plus targeted LSR processing interval.
2. Intervals are based on business days, excluding Saturday, Sunday and holidays.
3. In all cases, a due date later than the standard interval can be selected as the DDD.

**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>AccuPulse®*</b>				
ACT N, T, C, P, Q, V	1-5 circuits	7 business days	8 business days	- - -
- - -	6+ circuits	7 business days + 1 business day for each additional circuit >5	8 business days	- - -
<b>Analog Data</b>				
ACT N, T, C, V	3-5 points	14 business days	2 business days	- - -
- - -	6-8 points	16 business days	2 business days	- - -
- - -	9+ points*	16 business days + 1 business day for each additional circuit	8 business days	- - -
<b>BellSouth Centrex</b>				
ACT N, T, P*	All	Negotiated	Negotiated	Y
ACT C, V, Q	1-3 lines/NARS	2 business days	2 business days	- - -
- - -	4-9 lines/NARS	3 business days	2 business days	- - -
- - -	10-24 lines/NARS	5 business days	3 business days	- - -
- - -	25+ lines*	Negotiated	Negotiated	Y
Miscellaneous line terminations/optional features	All	Negotiated	Negotiated	Y

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)  
(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>BellSouth 256 DSL Service (Kentucky only)</b>				
ACT N, T, C, V	1-4 circuits	7 business days	3 business days	2+ Y
- - -	5+ circuits*	7 business days + 1 business day for each additional 4 circuits	7 business days + 1 business day for each additional 4 circuits	Y
<b>Direct Inward Dial (DID)</b>				
ACT N, T, P*	1-8 trunks	7 business days	9 business days	- - -
- - -	9-16 trunks	10 business days	10 business days	- - -
- - -	17-24 trunks	13 business days	10 business days	- - -
- - -	25+ trunks	13 business days + 1 business day for each additional trunk	10 business days	Y
ACT C, Q, V	1-8 trunks	7 business days	9 business days	- - -
- - -	9-16 trunks	10 business days	10 business days	- - -
- - -	17-24 trunks	13 business days	10 business days	- - -
- - -	25+ trunks	13 business days + 1 business day for each additional trunk	10 business days	Y
New Trunk Groups	All	Negotiated	Negotiated	Y
<b>E-911/SALI*</b>				

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)  
 (continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
ACT N, C, V, W	All	Negotiated	Negotiated	Y
<b>ESSX</b>				
ACT C, P, Q, V, T (same switch)	1-3 line/NARS	2 business days	2 business days	- - -
- - -	4-9 lines/NARS	3 business days	2 business days	- - -
- - -	10-24 lines/ NARS	5 business days	3 business days	- - -
- - -	25+ lines*	Negotiated	Negotiated	Y
Miscellaneous line terminations/optional features	All	Negotiated	Negotiated	Y
<b>FCO/FX</b>				
ACT N, T, C, P, V	1-8 circuits	7 business days	3 business days	- - -
- - -	9-16 circuits	9 business days	3 business days	- - -
- - -	17-24 circuits	13 business days	3 business days	- - -
- - -	25+ circuits*	13 business days + 1 business day for each additional circuit	9 business days	Y
<b>FlexServ®</b>				
<b>Digital*</b>				
ACT N, T, C, V	1-8 circuits	15 business days	10 business days	Y

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)  
(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	9+ circuits	15 business days + 2 business days for each additional 4 circuits	10 business days	Y
<b>Analog</b>				
ACT N, T, C, V	1-8 circuits	7 business days	3 business days	Y
- - -	9-16 circuits*	10 business days	9 business days	Y
- - -	17-24 circuits*	13 business days	9 business days	Y
- - -	25+ circuits*	13 business days + 1 business day for each additional 4 circuits	9 business days	Y
<b>Frame Relay*</b>				
ACT N				
56K, 64K, T1	1-5 circuits*	10 business days	3 business days	- - -
- - -	6-14 circuits*	10 business days + 1 business day for each additional circuit	11 business days	- - -
- - -	15+ circuits*	Negotiated	Negotiated	Y
Fractional T1	1-5 circuits*	10 business days	6 business days	- - -

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)**  
**(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	6-14 circuits*	10 business days + 1 business day for each additional circuit	11 business days	- - -
- - -	15+ circuits*	Negotiated	Negotiated	Y
DS3	All	Negotiated	Negotiated	Y
ACT C,V	1-4 circuits	3 business days	2 business days	- - -
- - -	5+ circuits	3 business days + 1 business day for each additional circuit	3 business days	- - -
ACT C (Speed Changes)	1-4 circuits	10 business days	2 business days	- - -
- - -	5+ circuits	10 business days + 1 business day for each additional circuit	3 business days	- - -
<b>ISDN/BRI</b>				
ACT N, C, T, V, P	1-4 circuits	10 business days	2 business days	- - -
- - -	5-24 circuits	10 business days + 1 business day for each additional circuit greater than 5	2 business days	- - -
- - -	25+ circuits	Negotiated	Negotiated	Y
<b>ISDN/PRI* Extended Reach Service</b>				

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)  
(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
ACT N, C, T, P, V, Q	1-5 circuits	15 business days	10 business days	2+ Y
- - -	6+ circuits	15 business days + 1 business day for each additional circuit	11 business days + 1 business day for each additional circuit	Y
<b>ISDN/PRI*</b>				
ACT N, C, T, P, V, Q	1-5 circuits	10 business days	5 business days	2+ Y
- - -	6+ circuits	11 business days + 1 business day for each additional circuit	6 business day	Y
<b>LightGate®*</b>				
ACT N, T, V, C	Any quantity with or without DSO's	Negotiated	Negotiated	Y
<b>LightGate®*</b>				
ACT C	1-4 MegaLink® on LightGate®	7 business days	9 business days	Y
- - -	5+ MegaLink® on LightGate®	7 business days + 1 business day for each additional 4 circuits	9 business days	Y
<b>MegaLink® Non-Channelized</b>				
ACT N, T, C, V	1-4 circuits	7 business days	3 business days	2+ Y

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)**  
**(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	5+ circuits*	7 business days + 1 business day for each additional 4 circuits	7 business days + 1 business day for each additional 4 circuits	Y
<b>MegaLink® Channelized*</b>				
ACT N, T, C, V	1-4 circuits	7 business days	9 business days	2+ Y
- - -	5+ circuits*	7 business days + 1 business day for each additional 4 circuits	9 business days + 1 business day for each additional 4 circuits	Y
<b>MegaLink Plus®* (Note 2)</b>				
N, T, C, V	All	Negotiated	Negotiated	Y
<b>MultiServ®/ MultiServ Plus®</b>				
ACT N, T, P*	All	Negotiated	Negotiated	Y
ACT C, Q, V	1-3 lines	2 business days	2 business days	- - -
- - -	4-9 lines	3 business days	2 business days	- - -
- - -	10-24 lines	5 business days	3 business days	- - -
- - -	25+ lines	Negotiated	Negotiated	Y
Miscellaneous line terminations/optional features	All	Negotiated	Negotiated	Y
<b>NMLI*</b>				

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)  
(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
ACT N, T, C, V	All	Negotiated	Negotiated	Y
<b>Off-Premises Stations/Extensions</b>				
ACT N, T, C, V, P	1-8 circuits	7 business days	2 business days	- - -
- - -	9-16 circuits	10 business days	2 business days	- - -
- - -	17-24 circuits	13 business days	2 business days	- - -
- - -	25+ circuits	13 business days + 1 business day for each additional 4 circuits	8 business days	Y
<b>SMARTPath®</b>				
ACT N, T, C, V	All	Negotiated	Negotiated	Y
<b>SMARTRing®</b>				
ACT N, T, V	All	Negotiated	Negotiated	Y
<b>SynchroNet® Point-to-Point</b>				
ACT N, C, T, V				
2.4K, 4.8K and 9.6K	1-8 circuits	7 business days	2 business days	- - -
- - -	9-24 circuits*	13 business days + 2 business days for each additional 4 circuits	8 business days	- - -
- - -	25+ circuits*	Negotiated	Negotiated	Y
19.2K, 56K and 64K	1-8 circuits*	7 business days	8 business days	- - -

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**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)**  
**(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	9-24 circuits*	13 business days + 2 business days for each additional 4 circuits	8 business days	- - -
- - -	25+ circuits*	Negotiated	Negotiated	Y
<b>Multipoint</b>				
ACT N, C, T, V				
2.4K, 4.8K, 9.6 K	3-5 points	14 business days	3 business days	- - -
- - -	6-8 points	16 business days	3 business days	- - -
	9+ points*	16 business days + 2 business days for each additional 4 points	9 business days	Y
19.2K, 56K, 64K	All*	Negotiated	Negotiated	Y
<b>Tie Lines</b>				
ACT N, C, T, V	1-8 circuits	7 business days	3 business days	- - -
	9-16 circuits	10 business days	3 business days	- - -
	17-24 circuits	13 business days	3 business days	- - -
	25+ circuits*	13 business days + 1 business day for each additional circuit	8 business days	Y
<b>WATS</b>				

- continued -

**Table K Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V)  
(continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
ACT N, C, T, V	1-8 circuits	7 business days	3 business days	- - -
- - -	9-16 circuits	10 business days	3 business days	- - -
- - -	17-24 circuits	13 business days	3 business days	- - -
- - -	25+ circuits*	13 business days + 1 business day for each additional circuit	8 business days	Y
<b>PBX (Flat, Message/Measured)</b>				
ACT N, T, C, V, P, Q	1-5 trunks	5 business days	2 business days	- - -
- - -	6-10 trunks	7 business days	3 business days	- - -
- - -	11+ trunks	Negotiated	Negotiated	Y

**Note:**

1. MegaLink Plus® intervals should be considered on an individual case basis since fiber facilities are required to provision this service.
2. FlexServ® intervals should include additional network circuits associated with the FlexServ® service.

**2.2 Complex Resale Interval Table (REQTYPs E, N, P) (ACT W)**

**Table L Complex Resale Interval Table (REQTYPs E, N, P) (ACT W)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>AccuPulse®</b>	All	3 business days + 1 business day for each additional circuit	2 business days	- - -
<b>Analog Data</b>	3-5 points	3 business days	2 business days	- - -
- - -	6-8 points	3 business days	2 business days	- - -
- - -	9+ points	4 business days + 1 business day for each additional circuit	3 business days	- - -
<b>BellSouth Centrex</b>	2-25 lines	3 business days	2 business days	- - -
- - -	26+ lines	Negotiated	Negotiated	Y
<b>BellSouth 256 DSL Service (Kentucky only)</b>	1-4 circuits	3 business days	2 business days	2+ Y
- - -	5+ circuits	3 business days + 1 business day for each additional 4 circuits	2 business days	Y
<b>Direct Inward Dial (DID)</b>	1-10 trunks	3 business days	2 business days	- - -
- - -	11-25 trunks	4 business days	2 business days	- - -
- - -	26+ trunks	Negotiated	Negotiated	Y
<b>E-911/SALI</b>	All	Negotiated	Negotiated	Y
<b>ESSX</b>	2-25 lines	2 business days	2 business days	- - -
- - -	26+ lines	Negotiated	Negotiated	Y
<b>FCO/FX</b>	1-16 circuits	3 business days	2 business days	- - -

- continued -



Table L Complex Resale Interval Table (REQTYPs E, N, P) (ACT W) (continued)

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	17-24 circuits	4 business days	3 business days	- - -
- - -	25+ circuits	Negotiated	Negotiated	Y
<b>FlexServ®</b>	1-8 circuits	3 business days	2 business days	- - -
- - -	9+ circuits	5 business days + 1 business day for each additional 4 circuits	2 business days	- - -
<b>Frame Relay</b>	1-5 circuits	3 business days	2 business days	- - -
- - -	6-14 circuits	3 business days + 1 business day for each additional circuit	2 business days	- - -
- - -	15+ circuits	Negotiated	Negotiated	Y
<b>ISDN/BRI</b>	1-4 circuits	3 business days	2 business days	- - -
- - -	5 -24 circuits	4 business days + 1 business day for each additional circuit greater than 5	3 business days	- - -
- - -	25+ circuits	Negotiated	Negotiated	Y
<b>ISDN/PRI</b>	1-4 circuits	5 business days	3 business days	2+ Y
- - -	5+ circuits	5 business days + 1 business day for each additional circuit greater than 5	3 business days	Y
<b>LightGate®</b>	1-4 MegaLink® on LightGate®	3 business days	2 business days	- - -

- continued -

Table L Complex Resale Interval Table (REQTYPs E, N, P) (ACT W) (continued)

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	5+ MegaLink® on LightGate®	3 business days + 1 business day for each additional 4 circuits	3 business days	- - -
<b>MegaLink® Non-Channelized</b>	1-4 circuits	3 business days	2 business days	2+ Y
- - -	5+ circuits	3 business days + 1 business day for each additional 4 circuits	2 business days	Y
<b>MegaLink® Channelized</b>	1-4 circuits	5 business days	3 business days	2+ Y
- - -	5+ circuits	Negotiated	Negotiated	Y
<b>MegaLink Plus®</b>	1-4 circuits	3 business days	2 business days	2+ Y
- - -	5+ circuits	3 days + 1 business day for each additional 4 circuits	2 business days + 1 business day for each additional 4 circuits	Y
<b>MultiServ®/ MultiServ Plus®</b>	1-25 lines	2 business days	2 business days	- - -
- - -	26+ lines	Negotiated	Negotiated	Y
<b>NMLI</b>	All	Negotiated	Negotiated	Y
<b>Off-Premises Stations/ Extensions</b>	1-8 circuits	3 business days	2 business days	- - -
- - -	9-16 circuits	3 business days	2 business days	- - -
- - -	17-25 circuits	4 business days	3 business days	- - -

- continued -

Table L Complex Resale Interval Table (REQTYPs E, N, P) (ACT W) (continued)

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	25+ circuits	5 business days + 1 business day for each additional 4 circuits	3 business days	Y
<b>SMARTPath®</b>	All	7 business days	5 business days	Y
<b>SMARTRing®</b>	All	7 business days	5 business days	Y
<b>SynchroNet® Point-to-Point</b>	1-8 circuits	3 business days	2 business days	- - -
- - -	9+ circuits	3 business days + 2 business days for each additional 4 circuits	3 business days	- - -
<b>Multipoint</b>	3-5 points	3 business days	2 business days	- - -
- - -	6-8 points	3 business days	2 business days	- - -
- - -	9+ points	Negotiated	Negotiated	Y
<b>Tie Lines</b>	1-8 circuits	3 business days	2 business days	- - -
- - -	9-16 circuits	3 business days	2 business days	- - -
- - -	17-24 circuits	4 business days	3 business days	- - -
- - -	25+ circuits	Negotiated	Negotiated	Y
<b>WATS</b>	1-8 circuits	3 business days	2 business days	- - -
- - -	9-16 circuits	3 business days	2 business days	- - -
- - -	17-24 circuits	4 business days	3 business days	- - -
- - -	25+ circuits	Negotiated	Negotiated	Y

- continued -

**Table L Complex Resale Interval Table (REQTYPs E, N, P) (ACT W) (continued)**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>	<b>Targeted LSR Processing Interval</b>	<b>Project Managed</b>
<b>PBX (Flat, Message, Measured)</b>	1-5 trunks	3 business days	2 business days	- - -
- - -	6-10 trunks	4 business days	3 business days	- - -
- - -	11+ trunks	Negotiated	Negotiated	Y

**2.3 Complex Switched Combination Interval Table (REQTYP M) (ACT N, V, C)**

Product	Quantity	Standard Interval	Targeted LSR processing Interval	Project Managed
<b>UNE P Centrex</b>				
ACT N	All	Negotiated	Negotiated	Y
ACT C	1 - 3 lines	2 business days	2 business days	- - -
- - - -	4 - 9 lines	3 business days	2 business days	- - -
- - - -	10 - 24 lines	5 business days	3 business days	- - -
- - -	25+	Negotiated	Negotiated	Y
ACT V	All	Negotiated	Negotiated	Y
Miscellaneous Line Terminations / Optional Features	All	Negotiated	Negotiated	Y

**Table M ACT N, V, C**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>4-Wire DS1 Loop with Channelization with Port</b>				
DS1 - ACT V	1-4	4 business days	3 business days	2+ Y
- - -	5+	4 business days + 1 business day for each additional DS1	3 business days	Y
DSO - ACT V	1-8 trunks	4 business days	3 business days	- - -
- - -	9-16 trunks	4 business days	3 business days	- - -
- - -	17-24 trunks	6 business days	3 business days	- - -
- - -	25+ trunks	6 business days + 1 business day for each additional DSO	3 business days	Y
DS1 - ACT N (Georgia only) and ACT C*	1-4	7 business days	9 business days	2+ Y
- - -	5+	7 business days + 1 business day for each additional 4 DS1's	9 business days + 1 business day for each additional 4 DS1's	Y
DSO - ACT N (Georgia only) and ACT C*	1-8 trunks	6 business days	3 business days	- - -
- - -	9-16 trunks	6 business days	3 business days	- - -
- - -	17-24 trunks	8 business days	3 business days	- - -

- continued -

Table M ACT N, V, C (continued)

- - -	25+ trunks	8 business days + 1 business day for each additional DSO	3 business days	Y
<b>DDITS</b>				
DS1 - ACT V	1-4	4 business days	3 business days	2+ Y
- - -	5+	4 business days +1 business day for each additional DS1	3 business days	Y
DSO - ACT V	1-8 trunks	4 business days	3 business days	- - -
- - -	9-16 trunks	4 business days	3 business days	- - -
- - -	17-24 trunks	6 business days	3 business days	- - -
- - -	25+ trunks	6 business days + 1 business day for each additional DSO	3 business days	Y
DS1 - ACT N (Georgia only) and ACT C*	1-4	7 business days	9 business days	2+ Y
- - -	5+	7 business days +1 business day for each additional 4 DS1's	9 business days + 1 business day for each additional 4 DS1's	Y
DSO - ACT N (Georgia only) and ACT C*	1-8 trunks	6 business days	3 business days	- - -
- - -	9-16 trunks	6 business days	3 business days	- - -

- continued -

**Table M ACT N, V, C (continued)**

- - -	17-24 trunks	8 business days	3 business days	- - -
- - -	25+ trunks	8 business days + 1 business day for each additional DSO	3 business days	Y
<b>DID</b>				
ACT V (No Changes)	1-8 trunks	5 business days	2 business days	- - -
- - -	9-16 trunks	6 business days	3 business days	- - -
- - -	17-24 trunks	7 business days	4 business days	- - -
- - -	25+ trunks	Negotiated	Negotiated	Y
ACT V (With Changes)	1-8 trunks	7 business days	2 business days	- - -
- - -	9-16 trunks	8 business days	3 business days	- - -
- - -	17-24 trunks	9 business days	4 business days	- - -
- - -	25+ trunks	Negotiated	Negotiated	Y
ACT N (Georgia only), C*	1-8 trunks	9 business days	7 business days	- - -
- - -	9-16 trunks	10 business days	8 business days	- - -
- - -	17-24 trunks	11 business days	9 business days	- - -
- - -	25+ trunks	Negotiated	Negotiated	Y
<b>ISDN/PRI</b>				
ACT V	1-4 circuits	2 business days	3 business days	2+ Y

- continued -



**Table M ACT N, V, C (continued)**

- - -	5+ circuits	2 business days + 1 business day for each additional circuit	3 business days	Y
ACT N (Georgia only), C*	1-5 circuits	10 business days	5 business days	2+ Y
- - -	6+ circuits	11 business days + 1 business day for each additional circuit	6 business days	Y
<b>ISDN/BRI</b>				
ACT V	1-4 circuits	3 business days	2 business days	- - -
- - -	5-24 circuits	4 business days + 1 business day for each additional circuit greater than 5	3 business days	- - -
- - -	25+ circuits	Negotiated	Negotiated	Y
ACT N (Georgia only), C	1-4 circuits	10 business days	2 business days	- - -
- - -	5-24 circuits	10 business days + 1 business day for each additional circuit greater than 5	2 business days	- - -
- - -	25+ circuits	Negotiated	Negotiated	Y
<b>PBX</b>				
ACT V	1-5 trunks	4 business days	3 business days	- - -

**- continued -**

**Table M ACT N, V, C (continued)**

- - -	6-10 trunks	5 business days	4 business days	- - -
- - -	11+ trunks	6 business days	4 business days	Y
ACT N (Georgia only), C	1-5 trunks	8 business days	3 business days	- - -
- - -	6-10 trunks	11 business days	4 business days	- - -
- - -	11+ trunks	Negotiated	Negotiated	Y

**2.4 FX / FCO UNE P (Business Residence, PBX) REQ TYP M**

Product	Quantity	Standard Interval	Targeted LSR processing Interval	Project Managed
<b>FX / FCO UNE P (Business, Residence, PBX)</b>				
<b>ACT N, T, C, P, V</b>	1 - 8 circuits	7 business days	3 business days	- - -
- - - -	9 - 16 circuits	9 business days	3 business days	- - -
- - - -	17 - 24 circuits	13 business days	3 business days	- - -
- - -	25 + circuits	13 business days + 1 business day for each additional circuit	9 business days	Y
<b>FX / FCO UNE P (Business, Residence, PBX)</b>				
<b>ACT W</b>	1 - 16 circuits	3 business days	2 business days	- - -
- - -	17 - 24 circuits	4 business days	3 business days	- - -
- - -	25 + circuits	Negotiated	Negotiated	Y



### 3. Non-Complex (Residence, Business, Coin) Resale

#### 3.1 ACT of W (Switch As Is)

##### Terms and Definitions

Term	Definition
Product	BellSouth product or service.
Quantity	Number of lines, trunks, circuits, or points.
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of hours from receipt of request to processing Local Service Request (LSR): Electronic Flow-Through LSRs - 3 business hours Partially Mechanized LSRs - 10 business hours Manual LSRs - 24 business hours

##### Assumptions

A later due date than the standard interval may be requested and indicated in the DDD field.

##### LSR Processing Interval Calculation

The table below identifies the targeted LSR processing interval for the LSR based on the submittal method.

LSR Submittal Method*	Targeted LSR Processing Interval
Electronic flow-through	3 business hours
Electronic fallout to center	10 business hours
Manual	24 business hours
*When Standard Interval is shown as "negotiated"	Two business days

##### DDD Calculation

- For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date.
- If an LSR is submitted manually or electronically and requires manual intervention, the LCSC will apply the standard interval that is applicable when the LSR is processed.
  - (a) If the DDD requested is less than the standard interval, the LCSC will apply the standard interval.
  - (b) If the DDD requested is equal to or greater than the standard interval, the LCSC will apply the DDD from the LSR.

Product	Quantity	Standard Interval	Project Managed
Local Exchange Line-Residence	1-25 Lines	Same business day	- - -
- - -	25+	Negotiated	Y
Local Exchange Line-Business	1-25 Lines	Same business day	- - -
- - -	25+	Negotiated	Y
Local Exchange Line-Coin	1-25 Lines	Same business day	- - -
- - -	25+	Negotiated	Y

### 3.2 ACT of C, P, Q, V Line Feature Changes and Non-Dispatch Switch With Changes

#### Terms and Definitions

Term	Definition
Product	BellSouth product or service.
Quantity	Number of lines, trunks, circuits, or points.
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of hours from receipt of request to processing Local Service Request (LSR): Electronic Flow-Through LSRs - 3 business hours Partially Mechanized LSRs - 10 business hours Manual LSRs - 24 business hours

#### Assumptions

1. A later due date than the standard interval may be requested and indicated in the DDD field.
2. The products listed in charts below only apply to residence and business services, with the exception of number changes. Number changes apply to residence, business and coin services.
3. LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days.

### LSR Processing Interval Calculation

The table below identifies the targeted LSR processing interval for the LSR based on the submittal method.

LSR Submittal Method*	Targeted LSR Processing Interval
Electronic flow-through	3 business hours
Electronic fallout to center	10 business hours
Manual	24 business hours
*When Standard Interval is shown as "negotiated"	Two business days

### DDD Calculation

- For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date.
- If an LSR is submitted manually or electronically and requires manual intervention, the LCSC will apply the standard interval that is applicable when the LSR is processed.
  - (a) If the DDD requested is less than the standard interval, the LCSC will apply the standard interval.
  - (b) If the DDD requested is equal to or greater than the standard interval, the LCSC will apply the DDD from the LSR.

Product	Quantity	Standard Interval
Number Changes	Per account	Same business day
Line Features ( <b>see Note</b> )	Per account	Same business day
Call Waiting Deluxe	Per account	2 business days
Caller ID	Per account	Next business day
Enhanced Caller ID	Per account	Next business day
MemoryCall	Per account	Next business day

- continued -

- continued -

Product	Quantity	Standard Interval
RingMaster	Per account	Next business day
Non-Dispatch Switch with Changes	Per account	Next business day

**Note:** Line features are central office work only (no dispatch or engineering required). Some of the line features include: Area Plus, Call Waiting, Speed Calling, Call Forwarding Variable, Remote Access to Call Forwarding, 3-Way Calling, Hunting, Area Plus with Complete Choice, Complete Choice, Message Telephone Service (MTS), Call Return, Call Selector, Call Tracing, Call Block, Repeat Dialing, Preferred Call Forwarding, Touchtone, Optional Calling Plans, PIC/LPIC.

### 3.3 ACT of C, P, Q, V (New Line Additions) and ACT of N, T

#### Terms and Definitions

Term	Definition
Product	BellSouth product or service.
Quantity	Number of lines, trunks, circuits, or points.
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of hours from receipt of request to processing Local Service Request (LSR): Electronic Flow-Through LSRs - 3 business hours Partially Mechanized LSRs - 10 business hours Manual LSRs - 24 business hours
No Dispatch	Service may be provided without a field visit from an installer depending on if conditioned facilities exist.
Dispatch	Service will require a field visit from an installer.

#### Assumptions

1. A later due date than the standard interval may be requested and indicated in the DDD field.



2. References to No Dispatch and Dispatch are made on some products and quantities. When no reference is given, assume that a dispatch is required.
3. LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days.

### LSR Processing Interval Calculation

The table below identifies the targeted LSR processing interval for the LSR based on the submittal method.

LSR Submittal Method*	Targeted LSR Processing Interval
Electronic flow-through	3 business hours
Electronic fallout to center	10 business hours
Manual	24 business hours
*When Standard Interval is shown as "negotiated"	Two business days

### DDD Calculation

- For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date.
- If an LSR is submitted manually or electronically and requires manual intervention, the LCSC will apply the standard interval that is applicable when the LSR is processed.
  - (a) If the DDD requested is less than the standard interval, the LCSC will apply the standard interval.
  - (b) If the DDD requested is equal to or greater than the standard interval, the LCSC will apply the DDD from the LSR.

**Table N Standard Interval**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>	<b>Project Managed</b>
Local Exchange Line-Residence	1-2 lines	Dispatch = 2 business days ( <b>see Note</b> )	- - -
- - -	3 lines	Dispatch = 5 business days ( <b>see Note</b> )	- - -
- - -	4 lines	Dispatch = 6 business days ( <b>see Note</b> )	- - -
- - -	5 lines	Dispatch = 7 business days ( <b>see Note</b> )	- - -
- - -	6-10 lines	Dispatch = 8 business days ( <b>see Note</b> )	- - -
- - -	11-15 lines	Dispatch = 10 business days ( <b>see Note</b> )	- - -
- - -	16+ lines	Negotiated	Y
Local Exchange Line-Business	1-2 lines	Dispatch = 2 business days ( <b>see Note</b> )	- - -
- - -	3 lines	Dispatch = 5 business days ( <b>see Note</b> )	- - -
- - -	4 lines	Dispatch = 6 business days ( <b>see Note</b> )	- - -
- - -	5 lines	Dispatch = 7 business days ( <b>see Note</b> )	- - -
- - -	6-10 lines	Dispatch = 8 business days ( <b>see Note</b> )	- - -
- - -	11-15 lines	Dispatch = 10 business days ( <b>see Note</b> )	- - -
- - -	16+ lines	Negotiated	Y
Local Exchange Line-Coin	1-5 lines	3 business days	- - -
- - -	6+ lines	Negotiated	Y
Remote Call Forwarding	1+	Negotiated	N

**Note:** No Dispatch = 1 business day.

### 3.4 ACT of D, S, B, L, Y

#### Terms and Definitions

Term	Definition
Product	BellSouth product or definition.
Quantity	Number of lines, trunks, circuits, or points.
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of hours from receipt of request to processing Local Service Request (LSR): Electronic Flow-Through LSRs - 3 business hours Partially Mechanized LSRs - 10 business hours Manual LSRs - 24 business hours

#### Assumptions

1. ACT=D — Desired Due Date (DDD) should reflect the day that the CLEC is requesting service to be disconnected.
2. A later due date than the standard interval may be requested and indicated in the DDD field.

#### LSR Processing Interval Calculation

The table below identifies the targeted LSR processing interval for the LSR based on the submittal method.

LSR Submittal Method*	Targeted LSR Processing Interval
Electronic flow-through	3 business hours
Electronic fallout to center	10 business hours
Manual	24 business hours
*When Standard Interval is shown as "negotiated"	Two business days

#### DDD Calculation

- For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date.
- If an LSR is submitted manually or electronically and requires manual intervention, the LCSC will apply the standard interval that is applicable when the LSR is processed.
  - (a) If the DDD requested is less than the standard interval, the LCSC will apply the standard interval.
  - (b) If the DDD requested is equal to or greater than the standard interval, the LCSC will apply the DDD from the LSR.

**ACTs of S, B, L and Y**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>
Local Exchange Line-Residence	Per account	Same business day
Local Exchange Line-Business	Per account	Same business day

## 4. Non-Complex (Residence, Business, Coin) Switched Combinations

### 4.1 Non-Complex (Residence, Business, Coin) Switched Combinations

#### Terms and Definitions

Term	Definition
Product	BellSouth product or service.
Quantity	Number of lines, trunks, circuits, or points.
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of hours from receipt of request to processing Local Service Request (LSR): Electronic Flow-Through LSRs - 3 business hours Partially Mechanized LSRs - 10 business hours Manual LSRs - 24 business hours

#### Assumptions

- A later due date than the standard interval may be requested and indicated in the DDD field.
- LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days.

#### LSR Processing Interval Calculation

The table below identifies the targeted LSR processing interval for the LSR based on the submittal method.

LSR Submittal Method*	Targeted LSR Processing Interval
Electronic flow-through	3 business hours
Electronic fallout to center	10 business hours
Manual	24 business hours
*When Standard Interval is shown as "negotiated"	Two business days

#### DDD Calculation

**Non-Complex (Residence, Business, Coin)  
Switched Combinations**

Issue 5D, July, 2002

- For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date.
- If an LSR is submitted manually or electronically and requires manual intervention, the LCSC will apply the standard interval that is applicable when the LSR is processed.
  - (a) If the DDD requested is less than the standard interval, the LCSC will apply the standard interval.
  - (b) If the DDD requested is equal to or greater than the standard interval, the LCSC will apply the DDD from the LSR.

The table below identifies the DDD intervals.

**ACT of C, P, V, W (Lines and Line Features)**

Product	Quantity	Standard Interval	Project Managed
Local Exchange Line-Residence and Business	1-25 lines	- - -	- - -
- - -	25+ lines	Negotiated	Y
UNE-P Remote Call Forwarding	1+	Negotiated	N

**ACT of N, T, Q, D, S, L, Y (TCIF 9) and All ACTs for TCIF 7**

See intervals for Non-Complex Resale Residence and Business.

**Non-Complex Switched Combo — Coin (TCIF 7 and TCIF 9)**

For all ACT types, see intervals for Non-Complex Resale-Coin.

## 5. Unbundled Network Elements (UNEs)

### 5.1 Unbundled Network Elements (UNEs)

The Unbundled Network Elements (UNEs) Interval Table consists of the following terms and definitions:

Term	Definition
Product	BellSouth product or service.
Quantity	Number of lines, trunks, circuits, or points
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of days from receipt of request to processing Local Service Request (LSR).

#### Assumptions

1. These tables apply to all applicable ACT Types except ACT=D.
2. ACT=D — Desired Due Date (DDD) should reflect the day that the CLEC is requesting service to be disconnected. Billing will be stopped as of the DDD.
3. (\*) Following product means product requires a service inquiry that is required before submitting the LSR to the LCSC.
4. The LSR processing interval for flow-through/electronic LSRs is: 3 business hours.
5. The LSR processing intervals for manual and electronic LSRs requiring manual intervention/partially mechanized are: 24 business hours for LSRs submitted manually and 10 business hours for electronic LSRs requiring manual intervention/partially mechanized.
6. For LSRs submitted electronically and qualifying for flow-through/electronic processing, the targeted LSR processing interval will be the same business day.
7. Negotiated - The BellSouth project manager will negotiate with the new service provider for all targeted intervals.

**Note:** LSRs received in the Unbundled Network Element (UNE) service centers after normal business hours would normally be considered a transaction for tomorrow and due date calculation would be applied based on tomorrow's receipt. However, due to fluctuation in work load, BellSouth may be able to work the transaction on the same day. When this happens, the standard due date interval will be calculated based on the date the order is issued and the due date will be provided using the FOC process.

Click below for Atlanta hours:

Atlanta Hours

Click below for Birmingham hours:

Birmingham Hours

### **DDD Calculation**

1. For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date (DDD).
2. The LCSC will apply the standard interval as follows:
  - (a) When DDD is less than the standard interval, BellSouth will apply the standard interval.
  - (b) When the DDD is equal to or greater than the standard interval, BellSouth will apply the DDD as shown on the LSR.
3. In all cases, a later due date than the standard interval may be requested by the CLEC and indicated in the DDD field of the LSR.
4. When a targeted LSR processing interval is listed on the interval chart, it should be added to the standard interval when calculating the DDD. (See UNE interval table.)



**Table O Unbundled Network Element (UNE) Interval Table**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>Unbundled Loops</b>				
2 Wire analog voice grade loop non-designed (SL1) CHC Does Not =Y	1 - 9	3 business days	See assumption #5	- - -
- - -	10 -14	5 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
2 Wire analog voice grade loop non-designed (SL1) CHC =Y	1 - 9	4 business days	See assumption #5	- - -
- - -	10 - 14	6 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
2 Wire analog voice grade loop designed (SL2)	1 - 9	4 business days	See assumption #5	- - -
- - -	10 - 14	6 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
4 Wire analog voice grade loop	1 - 9	5 business days	See assumption #5	- - -
- - -	10 - 14	7 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
2 Wire ISDN digital loop	1-5	10 business days	See assumption #5	- - -
- - -	6-14	12 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
Universal Digital Channel (UDC)	1-5	10 business days	See Assumption #5	- - -

**- continued -**

**Table O Unbundled Network Element (UNE) Interval Table (continued)**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>	<b>Targeted LSR Processing Interval</b>	<b>Project Managed</b>
- - -	6-14	12 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
4 Wire 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps digital loop	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
DS1 Loop	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
DS3 /STS1* Loop	1-5	25 business days	See assumption #5	- - -
- - -	6-14	27 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
Dark Fiber	1+	Negotiated	Negotiated	Y
Line Share with out loop modification	1-4 TNs	3 business days	See assumption #5	- - -
- - -	5-9 TNs	5 business days	See assumption #5	- - -
- - -	10 +	Negotiated	Negotiated	Y
Line Share with Loop Modification answered with: Pair Change, Pair Change with Line Station Transfer (LST)	1-4 TNs	3 business days	See assumption #5	
- - -	5-9 TNs	5 business days	Negotiated	Y

- continued -

Table O Unbundled Network Element (UNE) Interval Table (continued)

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	10 +	Negotiated	Negotiated	Y
Line Splitting	1-4 TNs	3 business days	See assumption #5	- - -
- - -	5-9 TNs	5 business days	See assumption #5	- - -
- - -	10+	Negotiated	Negotiated	Y
RS (Remote Site) HFS Unbundled Line Share DLEC Owned Splitter	1-4 TNs	3 business days	See assumption #5	- - -
- - -	5-9 TNs	5 business days	See assumption #5	- - -
- - -	10+	Negotiated	Negotiated	Y
ADSL-2 Wire asymmetrical digital subscriber line loop <i>without</i> modification*	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
ADSL-2 Wire asymmetrical digital subscriber line loop <i>with</i> modification*	1-5	13 business days	See assumption #5	- - -
- - -	6-14	18 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
HDSL-2 Wire & 4 Wire high bit rate digital subscriber line loop <i>without</i> modification*	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y

- continued -

**Table O Unbundled Network Element (UNE) Interval Table (continued)**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>	<b>Targeted LSR Processing Interval</b>	<b>Project Managed</b>
HDSL-2 Wire & 4 Wire high bit rate digital subscriber line loop <i>with</i> modification*	1-5	13 business days	See assumption #5	- - -
- - -	6-14	18 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
Unbundled Copper Loop - Designed <i>without</i> modification*	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
Unbundled Copper Loop - Designed <i>with</i> modification*	1-5	13 business days	See assumption #5	- - -
- - -	6-14	18 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
Unbundled Copper Loop - Non-Designed	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
Unbundled Network Terminating Wire* Set-up (Outside Plant)	1+	Negotiated	Negotiated	Y
Unbundled Network Terminating Wire* Set-up (LCSC)	1+	1 business day	See Assumption #5	- - -

- continued -

**Table O Unbundled Network Element (UNE) Interval Table (continued)**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>	<b>Targeted LSR Processing Interval</b>	<b>Project Managed</b>
Unbundled Network Terminating Wire* Activation of Pairs (LCSC)	1+	1 business day	See Assumption #5	- - -
<b>Loop Concentration (inside plant)</b>				
Unbundled Loop Concentration (ULC) System*	1	Negotiated	Negotiated	Y
<b>Sub Loops (outside plant)</b>				
Unbundled Sub Loop Feeder	1+	Negotiated	Negotiated	Y
Unbundled Copper Sub Loop	1+	Negotiated	Negotiated	Y
Unbundled Sub-loop Distribution* Set-up (Outside Plant)	1+	Negotiated	Negotiated	Y
Unbundled Sub-Loop Distribution* Activation of Pairs (LCSC)	1 -5	3 business days	See Assumption 5	- - -
	6 - 14	5 business days	3 Business days	- - -
	15+	Negotiated	Negotiated	- - -
Unbundled Sub-loop - INC* Set-Up (Outside Plant)	1+	Negotiated	Negotiated	Y
Unbundled Sub-Loop INC* Activation of Pairs (LCSC)	1 - 5	3 business days	See Assumption 5	- - -
	6 - 14	5 business days	3 business days	- - -
	15+	Negotiated	Negotiated	- - -
<b>Network Interface Device (NID)</b>				

**- continued -**

**Table O Unbundled Network Element (UNE) Interval Table (continued)**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>	<b>Targeted LSR Processing Interval</b>	<b>Project Managed</b>
NID	1-5	5 business days	See assumption #5	- - -
- - -	6-10	7 business days	3 business days	- - -
- - -	11+	10 business days	5 business days	- - -
<b>Non Channelized Transport</b>				
Local Channel DS1*	1-4	10 business days	See assumption #5	- - -
- - -	5+	14 business days + 1 business day for each additional circuit above 5	3 business days	- - -
Local Channel DS3 / STS1*	1-5	25 business days	See assumption #5	- - -
- - -	6-14	27 business days	3 business days	- - -
- - -	15+	Negotiated	Negotiated	Y
Dedicated interoffice 2 wire/4 wire voice grade	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
Dedicated interoffice DS0	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
Dedicated interoffice DS1	1-4	10 business days	See assumption #5	- - -

- continued -

Table O Unbundled Network Element (UNE) Interval Table (continued)

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	5+	14 business days + 1 business day for each additonal circuit above 5	3 business days	- - -
Dedicated interoffice DS3 / STS1*	1-5	25 business days	See assumption #5	- - -
- - -	6-14	27 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
<b>Channelized Transport</b>				
Unbundled Channelization (MUX) DS1*	1-5	20 business days	See assumption #5	- - -
- - -	6-14	22 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
Unbundled Channelization (MUX) DS3 / STS1*	1-5	25 business days	See assumption #5	- - -
- - -	6-14	27 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
<b>Unbundled Local Switching (Port)</b>				
2 Wire analog line port (Reqtyp F)	1-10	3 business days	See assumption #5	- - -
- - -	11-25	5 business days	See assumption #5	- - -
- - -	25+	Negotiated	Negotiated	Y
<b>Enhanced Extended Links (EELs)</b>				
Voice Grade 2 Wire/4 Wire EELs	1-5	5 business days	See assumption #5	- - -

- continued -

**Table O Unbundled Network Element (UNE) Interval Table (continued)**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	6-14	7 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
DSO EELs	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
DS1 EELs	1-4	10 business days	See assumption #5	
- - -	5+	14 business days + 1 business day for each additonal circuit above 5	3 business days	- - -
DS3/STS-1 EELs*	1-5	25 business days	See assumption #5	- - -
- - -	6-14	27 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
<b>Non Switch Combinations</b>				
Voice Grade 2 wire/4 wire	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	
- - -	15 +	Negotiated	Negotiated	Y
DSO	1-5	5 business days	See assumption #5	- - -
- - -	6-14	7 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
DS1	1-4	10 business days	See assumption #5	- - -

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Table O Unbundled Network Element (UNE) Interval Table (continued)

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
- - -	5+	14 business days + 1 business day for each additonal circuit above 5	3 business days	- - -
DS3/STS-1*	1-5	25 business days	See assumption #5	- - -
- - -	6-14	27 business days	3 business days	- - -
- - -	15 +	Negotiated	Negotiated	Y
<b>Open AIN (OAIN)</b>				
OAIN tool kit*	1	45 calendar days	10 calendar days	- - -
OAIN service management system*	1	45 calendar days	10 calendar days	- - -
<b>CCS7 Signaling Transport Service</b>				
A-Link signaling	1	60 business days	12 business days	- - -
D-Link signaling	1	60 business days	12 business days	- - -
STP-signaling transfer point	1	60 business days	12 business days	- - -
<b>O/S and D/A UNEs</b>				
Directory assistance transport	1	30 calendar days	7 calendar days	- - -
<b>Customized Call Routing (selective routing-LCC)</b>				
1-5 LCC	1-5	30 calendar days	7 calendar days	- - -
6-25 LCC	6-25	60 calendar days	15 calendar days	- - -
>25 LCC	25+	Negotiated	Negotiated	Y

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**Table O Unbundled Network Element (UNE) Interval Table (continued)**

<b>Product</b>	<b>Quantity</b>	<b>Standard Interval</b>	<b>Targeted LSR Processing Interval</b>	<b>Project Managed</b>
<b>Unbundled Access to OSS</b>				
Preorder*	1	30 calendar days	N/A	- - -
Order/ Provisioning*	1	30 calendar days	N/A	- - -
Maintenance/ Repair*	1	30 calendar days	N/A	- - -
<b>Access to Databases</b>				
800 database	1	10 calendar days	3 calendar days	- - -
Line information database (LIDB)	1	60 calendar days	7 calendar days	- - -

## 5.2 Collocation Intervals

**Table P Collocation Intervals - ALABAMA**

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
If CLEC notified that No Space is Available, notification of whether space can be made available	N/A	N/A	20 Business Days from Receipt of Application	20 Business Days from Receipt of Application	N/A	N/A	20 Business Days from Receipt of Application
Application Response with Price Quote	20 Calendar Days After Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	20 Calendar Days After Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application

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Table P Collocation Intervals - ALABAMA (continued)

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
CLEC Firm Order Response to Continue Clock	N/A	5 Business Days from Application Response	5 Business Days from Application Response	5 Business Days from Application Response	N/A	5 Business Days from Application Response	5 Business Days from Application Response
Provisioning- Ordinary (Note 1)	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application	60 Calendar Days from Receipt of Firm Order	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application
Provisioning - Extraordinary (Note 1)	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application	90 Calendar Days from Receipt of Firm Order	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application

**Note 1:** Beginning on June 20, 2001, any application submitted for physical collocation or to augment an existing arrangement must be preceded by a timely and accurate forecast in order to guarantee that the above intervals will be met. If the CLEC submits a timely and accurate forecast three (3) months or more prior to the application date, the above intervals shall apply. In the event the CLEC submits a forecast between two (2) and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event the CLEC submits a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days.

**Note 2:** Any forecasts submitted before April 20, 2001, for an application submitted June 20, 2001, or after, will be considered filed three months or more prior to the application date.

**Note 3:** Permits intervals are not excluded from provisioning interval.

**Note 4:** The above intervals apply to all collocation applications, regardless of intervals included in the CLEC's contract.

**Note 5:** For raw space, which is space lacking the necessary infrastructure to provide collocation, including but not limited to HVAC, power, etc., provisioning time frames fall outside the normal intervals and are negotiated on an individual case basis.

**Table Q Collocation Intervals-FLORIDA**

	Central Office Collocation			Remote Site Collocation	
	Virtual	Caged Physical	Cageless Physical	Virtual	Physical
Bona Fide Application Response, Including Space Availability and Cost Estimate	15 Calendar Days	15 Calendar Days	15 Calendar Days	15 Calendar Days	15 Calendar Days
Provisioning - Ordinary & Extraordinary ( <b>Note 1</b> )	60 Calendar Days	90 Calendar Days	90 Calendar Days	60 Calendar Days	90 Calendar Days

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**Table Q Collocation Intervals-FLORIDA (continued)**

	Central Office Collocation			Remote Site Collocation	
Augments (Note 2)	60 Calendar Days	45 Calendar Days	45 Calendar Days	60 Calendar Days	45 Calendar Days
Augments that require additional space	60 Calendar Days	90 Calendar Days	90 Calendar Days	60 Calendar Days	90 Calendar Days

**Note 1:** BellSouth can negotiate with the CLEC for an extension of the provisioning interval and, if that fails, seek an extension from the Florida Public Service Commission within 45 days of receipt of the firm order.

**Note 2:** BellSouth can seek an extension of the interval for augments within 30 calendar days of receipt of the firm order.

**Note 3:** Florida Order effective on May 11, 2000. Florida ordered intervals supersede intervals in current contracts.

**Note 4:** Permit intervals are not excluded from provisioning interval.

**Table R Collocation Intervals-GEORGIA**

	Central Office Collocation			Remote Site Collocation	
	Virtual	Caged Physical	Cageless Physical	Virtual	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
Application Response with Price Quote	20 Calendar Days After Receipt of Application	30 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application	20 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application

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**Table R Collocation Intervals-GEORGIA (continued)**

	Central Office Collocation			Remote Site Collocation	
CLEC Firm Order Response to Continue Clock	N/A	N/A	N/A	N/A	N/A
CLEC Firm Order Response Due or Application Expires	20 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response	20 Calendar Days after Receipt of Response	30 calendar Days after Receipt of Response
Provisioning-Ordinary ( <b>Note 1</b> )	50 Calendar Days from Firm Order	90 Calendar Days from Receipt of Firm Order	60 Calendar Days from Receipt of Firm Order	50 Calendar Days from Firm Order	90 Calendar Days from Receipt of Firm Order
Provisioning - Extraordinary	75 Calendar Days From Firm Order	N/A	90 Calendar Days from Receipt of Firm Order	75 Calendar Days from Firm Order	N/A

**Note 1:** For caged collocation, there is not an extraordinary condition interval; 90 days still apply.

**Note 2:** At this time, for Georgia, if due date falls on a weekend or national holiday, that day will be the due date.

**Note 3:** Georgia standard does not allow permit time to be excluded from provisioning intervals.



**Table S Collocation Intervals-KENTUCKY**

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
If CLEC notified that No Space is Available, notification of whether space can be made available	N/A	N/A	20 Business Days from Receipt of Application	20 Business Days from Receipt of Application	N/A	N/A	20 Business Days from Receipt of Application
Application Response with Price Quote	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application
CLEC Firm Order Response to Continue Clock	N/A	5 Business Days from Application Response	5 Business Days from Application Response	5 Business Days from Application Response	N/A	5 Business Days from Application Response	5 Business Days from Application Response

- continued -

**Table S Collocation Intervals-KENTUCKY (continued)**

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Provisioning- Ordinary ( <b>Note 1</b> )	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application	76 Calendar Days from Receipt of Application	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application
Provisioning - Extraordinary ( <b>Note 1</b> )	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application	91 Business Days from Receipt of Application	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application

**Note 1:** Beginning on June 20, 2001, any application submitted for physical collocation or to augment an existing arrangement must be preceded by a timely and accurate forecast in order to guarantee that the above intervals will be met. If the CLEC submits a timely and accurate forecast three (3) months or more prior to the application date, the above intervals shall apply. In the event the CLEC submits a forecast between two (2) and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event the CLEC submits a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days.

**Note 2:** Any forecasts submitted before April 20, 2001, for an application submitted June 20, 2001, or after, will be considered filed three months or more prior to the application date.

**Note 3:** Permits intervals are not excluded from provisioning interval.

**Note 4:** The above intervals apply to all collocation applications, regardless of intervals included in the CLEC's contract.

**Note 5:** For raw space, which is space lacking the necessary infrastructure to provide collocation, including but not limited to HVAC, power, etc., provisioning time frames fall outside the normal intervals and are negotiated on an individual case basis.

**Table T Collocation Intervals-LOUISIANA**

	Central Office Collocation			Remote Site Collocation	
	Virtual	Caged Physical	Cageless Physical	Virtual	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
Application Response with Price Quote (1 to 10 Applications)	20 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application	20 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application
CLEC Firm Order Response to Continue Clock	N/A	N/A	N/A	N/A	N/A

- continued -

**Table T Collocation Intervals-LOUISIANA (continued)**

	Central Office Collocation			Remote Site Collocation	
CLEC Firm Order Response Due or Application Expires	20 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response	20 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response
Provisioning-Ordinary	50 Calendar Days from Firm Order	90 Calendar Days from Firm Order	90 Calendar Days from Firm Order	50 Calendar Days from Firm Order	90 Calendar Days from Firm Order
Provisioning - Extraordinary	N/A	120 Calendar Days from Firm Order	120 Calendar Days from Firm Order	N/A	120 Calendar Days from Firm Order
Augments - Physical collocation [with or without add'l space]	N/A	60 Calendar Days from Firm Order	60 Calendar Days from Firm Order	N/A	60 Calendar Days from Firm Order

**Note 1:** If due date falls on a weekend or national holiday, the next work day should be considered the due date. This applies for all calendar day intervals. National/Federal holidays are: New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Note 2:** Physical collocation intervals will be reduced to 90 calendar days for ordinary and 120 calendar days for extraordinary on April 19, 2001.

**Note 3:** Since the Louisiana intervals were ordered in a docket setting state benchmarks, BellSouth should begin using the ordered intervals immediately for processing requests and for provisioning (for internal purposes-penalties will apply regardless of CLEC agreements). Agreement should still be amended to include Louisiana ordered intervals.

**Note 4:** Permits intervals are not excluded from provisioning interval.

**Table U Collocation Intervals-MISSISSIPPI**

Central Office Collocation				Remote Site Collocation	
	Virtual	Caged Physical	Cageless Physical	Virtual	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Business Days after Receipt of Application	10 Business Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Business Days after Receipt of Application
Application Response with Price Quote (1 to 5 Applications)	20 Calendar Days after Receipt of Application	30 Business Days after Receipt of Application	30 Business Days after Receipt of Application	20 Calendar Days after Receipt of Application	30 Business Days after Receipt of Application
CLEC Firm Order Response to Continue Clock	N/A	N/A	N/A	N/A	N/A
CLEC Firm Order Response Due or Application Expires	20 Calendar Days after Receipt of Response	30 Business Days after Receipt of Response	30 Business Days after Receipt of Response	20 Calendar Days after Receipt of Response	30 Business Days after Receipt of Application
Provisioning-Ordinary	50 Calendar Days from Firm Order	120 Calendar Days from Firm Order	120 Calendar Days from Firm Order	50 Calendar Days from Firm Order	120 Calendar Days from Firm Order
Provisioning - Extraordinary	75 Calendar Days from Firm Order	180 Calendar Days from Firm Order	180 Calendar Days from Firm Order	75 Calendar Days from Firm Order	180 Calendar Days from Firm Order

**Note 1:** If due date falls on a weekend or national holiday, the next work day should be considered the due date. This applies for all calendar day intervals. National/Federal holidays are: New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Table V Collocation Intervals-NORTH CAROLINA**

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
If CLEC notified that No Space is Available, notification of whether space can be made available	N/A	N/A	20 Business Days from Receipt of Application	20 Business Days from Receipt of Application	N/A	N/A	20 Business Days from Receipt of Application
Application Response with Price Quote	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application
CLEC Firm Order Response to Continue Clock	N/A	5 Business Days from Application Response	5 Business Days from Application Response	5 Business Days from Application Response	N/A	5 Business Days from Application Response	5 Business Days from Application Response

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Table V Collocation Intervals-NORTH CAROLINA (continued)

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Provisioning- Ordinary ( <b>Note 1</b> )	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application	76 Business Days from Receipt of Application	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application
Provisioning - Extraordinary ( <b>Note 1</b> )	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application	91 Business Days from Receipt of Application	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application

**Note 1:** Beginning on June 20, 2001, any application submitted for physical collocation or to augment an existing arrangement must be preceded by a timely and accurate forecast in order to guarantee that the above intervals will be met. If the CLEC submits a timely and accurate forecast three (3) months or more prior to the application date, the above intervals shall apply. In the event the CLEC submits a forecast between two (2) and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event the CLEC submits a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days.

**Note 2:** Any forecasts submitted before April 20, 2001, for an application submitted June 20, 2001, or after, will be considered filed three months or more prior to the application date.

**Note 3:** Permits intervals are not excluded from provisioning interval.

**Note 4:** The above intervals apply to all collocation applications, regardless of intervals included in the CLEC's contract.

**Note 5:** For raw space, which is space lacking the necessary infrastructure to provide collocation, including but not limited to HVAC, power, etc., provisioning time frames fall outside the normal intervals and are negotiated on an individual case basis.

**Table W Collocation Intervals-SOUTH CAROLINA**

	Central Office Collocation			Remote Site Collocation	
	Virtual	Caged Physical	Cageless Physical	Virtual	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected ( <b>Note 1</b> )	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
Application Response with Price Quote	20 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application	20 Calendar Days after Receipt of Application	30 Calendar Days after Receipt of Application

- continued -



**Table W Collocation Intervals-SOUTH CAROLINA (continued)**

	Central Office Collocation			Remote Site Collocation	
CLEC Firm Order Response to Continue Clock	N/A	N/A	N/A	N/A	N/A
CLEC Firm Order Response Due or Application Expires	20 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response	20 Calendar Days after Receipt of Response	30 Calendar Days after Receipt of Response
Provisioning-Ordinary ( <b>Note 2</b> )	50 Calendar Days from Receipt of Firm Order	90 Calendar Days from Receipt of Firm Order	90 Calendar Days from Receipt of Firm Order	50 Calendar Days from Receipt of Firm Order	90 Calendar Days from Receipt of Firm Order
Provisioning - Extraordinary	75 Calendar Days from Receipt of Firm Order	130 Calendar Days from Receipt of Firm Order	130 Calendar Days from Receipt of Firm Order	75 Calendar Days from Receipt of Firm Order	130 Calendar Days from Receipt of Firm Order

**Note 1:** If due date falls on a weekend or national holiday, the next work day should be considered the due date. This applies for all calendar day intervals. National/Federal holidays are: New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Note 2:** DeltaCom Arbitration Provisioning Interval for cageless in South Carolina is 90 calendar days from firm order.

**Table X Collocation Intervals-TENNESSEE**

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
If CLEC notified that No Space is Available, notification of whether space can be made available	N/A	N/A	20 Business Days from Receipt of Application	20 Business Days from Receipt of Application	N/A	N/A	20 Business Days from Receipt of Application
Application Response with Price Quote	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application
CLEC Firm Order Response to Continue Clock	N/A	5 Business Days from Application Response	5 Business Days from Application Response	5 Business Days from Application Response	N/A	5 Business Days from Application Response	5 Business Days from Application Response

- continued -

Table X Collocation Intervals-TENNESSEE (continued)

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Provisioning- Ordinary ( <b>Note 1</b> )	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application	76 Business Days from Receipt of Application	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application
Provisioning - Extraordinary ( <b>Note 1</b> )	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application	91 Business Days from Receipt of Application	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application

**Note 1:** Beginning on June 20, 2001, any application submitted for physical collocation or to augment an existing arrangement must be preceded by a timely and accurate forecast in order to guarantee that the above intervals will be met. If the CLEC submits a timely and accurate forecast three (3) months or more prior to the application date, the above intervals shall apply. In the event the CLEC submits a forecast between two (2) and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event the CLEC submits a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days.

**Note 2:** Any forecasts submitted before April 20, 2001, for an application submitted June 20, 2001, or after, will be considered filed three months or more prior to the application date.

**Note 3:** Permits intervals are not excluded from provisioning interval.

**Note 4:** The above intervals apply to all collocation applications, regardless of intervals included in the CLEC's contract.

**Note 5:** For raw space, which is space lacking the necessary infrastructure to provide collocation, including but not limited to HVAC, power, etc., provisioning time frames fall outside the normal intervals and are negotiated on an individual case basis.

Table Y Collocation Intervals-FCC

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Application Accepted or Denied. Space Available Y/ N-If not, what needs to be corrected	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application	10 Calendar Days after Receipt of Application
If CLEC notified that No Space is Available, notification of whether space can be made available	N/A	N/A	20 Business Days from Receipt of Application	20 Business Days from Receipt of Application	N/A	N/A	20 Business Days from Receipt of Application
Application Response with Price Quote	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application	20 Calendar Days after Receipt of Application	23 Business Days from Receipt of Application	23 Business Days from Receipt of Application
CLEC Firm Order Response to Continue Clock	N/A	5 Business Days from Application Response	5 Business Days from Application Response	5 Business Days from Application Response	N/A	5 Business Days from Application Response	5 Business Days from Application Response

- continued -

**Table Y Collocation Intervals-FCC (continued)**

	Central Office Collocation				Remote Site Collocation		
	Virtual Collocation		Physical Collocation		Virtual Collocation		Physical
	Virtual	Augments for Line Share or Line Splitting	Caged Physical	Cageless Physical	Virtual	Augments for Line Share or Line Splitting	Physical
Provisioning- Ordinary ( <b>Note 1</b> )	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application	76 Business Days from Receipt of Application	50 Calendar Days from Receipt of Firm Order	45 Business Days from Receipt of Application	76 Business Days from Receipt of Application
Provisioning - Extraordinary ( <b>Note 1</b> )	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application	91 Business Days from Receipt of Application	75 Calendar Days from Receipt of Firm Order	N/A	91 Business Days from Receipt of Application

**Note 1:** Beginning on June 20, 2001, any application submitted for physical collocation or to augment an existing arrangement must be preceded by a timely and accurate forecast in order to guarantee that the above intervals will be met. If the CLEC submits a timely and accurate forecast three (3) months or more prior to the application date, the above intervals shall apply. In the event the CLEC submits a forecast between two (2) and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event the CLEC submits a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days.

**Note 2:** Any forecasts submitted before April 20, 2001, for an application submitted June 20, 2001, or after, will be considered filed three months or more prior to the application date.

**Note 3:** Permits intervals are not excluded from provisioning interval.

**Note 4:** The above intervals apply to all collocation applications, regardless of intervals included in the CLEC's contract.

**Note 5:** For raw space, which is space lacking the necessary infrastructure to provide collocation, including but not limited to HVAC, power, etc., provisioning time frames fall outside the normal intervals and are negotiated on an individual case basis.





## 6. Number Portability

### 6.1 Local Number Portability (LNP)

The Number Portability Interval Guide is used for porting telephone number(s) only. If the porting request includes loops see Unbundled Network Elements (UNE) interval table and use the interval in this table, or the UNE table, whichever is longer. If existing service rearrangement is needed see complex services interval table.

The Number Portability interval table consists of the following terms and definitions:

Term	Definition
Product	BellSouth Product
Quantity	Numbers, or number blocks
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of days from receipt of request to processing Local Service Request (LSR).
Full Migration	Port all telephone numbers on end user account.
Partial Migration	Port some telephone numbers, leave some telephone numbers, and/or disconnect some telephone numbers.

#### Assumptions

1. These tables apply to all applicable ACT Types except ACT=D
2. ACT=D, NPT=D — The Desired Due Date (DDD) should reflect the day that the CLEC is requesting service to be disconnected. Billing will be stopped as of the DDD.
3. The LSR processing interval for flow-through/electronic LSRs is: 3 business hours.
4. The LSR processing intervals for manual and electronic LSRs requiring manual intervention/partially mechanized are: 24 business hours for LSRs submitted manually and 10 business hours for electronic LSRs requiring manual intervention/partially mechanized.
5. Negotiated - The BellSouth project manager will negotiate with the new service provider for all targeted intervals.
6. LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days. When porting numbers to be established as Complex Resale/UNE P products the complex intervals will take precedence if the interval is greater than 10 business days.

**Note:** LSRs received in the service centers after normal business hours would normally be considered a transaction for tomorrow and due date calculation would be applied based on tomorrow's receipt. However, due to fluctuation in work load, BellSouth may be able to work the transaction on the same day. When this happens, the standard due date interval will be calculated based on the date the order is issued and the due date will be provided using the FOC process.

### DDD Calculation

1. For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date (DDD).
2. The LCSC will apply the standard interval as follows:
  - (a) When DDD is less than the standard interval, BellSouth will apply the standard interval.
  - (b) When the DDD is equal to or greater than the standard interval, BellSouth will apply the DDD as shown on the LSR.
3. In all cases, a later due date than the standard interval may be requested by the CLEC and indicated in the DDD field of the LSR.
4. When a targeted LSR processing interval is listed on the interval chart it should be added to the standard interval when calculating the DDD.
5. All complex services with the exception of PBX trunks are project managed. Please contact your project manager.

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>Full Migration</b>				
Simple Resale/Retail/ PBX Services	1-50 numbers	3 business days	See assumption #4	- - -
- - -	51+ numbers	Negotiated	Negotiated	Y
<b>Partial Migration</b>				
Simple Resale/Retail/ PBX Services	1-50 numbers	3 business days	See assumption #4	- - -
- - -	51+ numbers	Negotiated	Negotiated	Y
<b>All complex services with the exception of PBX trunks are project managed.</b>				

## 6.2 Interim Number Portability

**Table Z Interim Number Portability**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>Interim Number Portability</b>				
RCF-Remote call forwarding	1-25 numbers non-complex	3 business days	See assumption #4	- - -
- - -	1-25 numbers complex	5 business days	See assumption #4	- - -
- - -	26-50 numbers	5 business days	See assumption #4	- - -
- - -	51+ numbers	Negotiated	Negotiated	Y
DID-Direct Inward Dial-Initial request-trunk group to be established	Initial	23 business days	7 business days	- - -
DID-Direct Inward Dial-Subsequent request-trunk group in place	1-100 numbers	3 business days	See assumption #4	- - -
- - -	100+ numbers	Negotiated	Negotiated	Y
RIPH-Route Index Hubbing	1-25 numbers	Negotiated	Negotiated	Y
- - -	26-50 numbers	Negotiated	Negotiated	Y
- - -	51+ Numbers	Negotiated	Negotiated	Y



## 7. Directory Listings Standard Interval Table

### 7.1 Directory Listings Standard Interval Table

Table AA REQ TYP J

If the DDD field on the LSR is equal to the:	Then the assigned due date is:
Current date	The current date
Future date	Date indicated in the DDD field

**Electronic Ordering:** There may be times when manual order issuance is required. When this occurs the due date returned may be longer than the standard interval.

**Manual Ordering:** Every effort will be made to meet the standard due date intervals. However, due to the scope of the request or LCSC work load, the due date returned may be longer than the standard interval.



## 8. Non-Basic Inside Wire

### 8.1 Non-Basic Inside Wire

#### Assumptions

1. For all LSRs submitted manually and electronically, that require manual intervention, the LSR will be processed per the targeted LSR processing interval in the matrix for the specific product.
2. The intervals indicated in this table are for stand-alone non-basic inside wire termination requests, not associated with a product. When the non-basic inside wire request is associated with a product, the interval for that product should be used.
3. The intervals are based on the number of terminations requested.

**Table BB Non-Basic Inside Wire Interval Table ACT C**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval	Project Managed
<b>Non-Basic Inside Wire</b>	1-2 terminations	2 business days	2 business days	- - -
- - -	3-5 terminations	4 business days	2 business days	- - -
- - -	6-10 terminations	7 business days	2 business days	- - -
- - -	11-15 terminations	10 business days	2 business days	- - -
- - -	16+ terminations	Negotiated	Negotiated	Y





## 9. Operator Services and Directory Assistance

### 9.1 Operator Services and Directory Assistance

The Operator Services and Directory Assistance Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth product or service.
Quantity	Number of lines, trunks, circuits, or points
Standard Interval	The number of days required for provisioning of the requested service type. This is the number of days from the time the service order is entered into the service order processing system until the order is completed.
Targeted LSR Processing Interval	The number of days from receipt of request to processing Local Service Request (LSR).

#### Assumptions

1. These tables apply to all applicable ACT Types except ACT=D.
2. ACT=D — Desired Due Date (DDD) should reflect the day that the CLEC is requesting service to be disconnected. Billing will be stopped as of the DDD.
3. The LSR processing interval for flow-through/electronic LSRs is: 3 business hours.
4. The LSR processing intervals for manual and electronic LSRs requiring manual intervention/partially mechanized are: 24 business hours for LSRs submitted manually and 10 business hours for electronic LSRs requiring manual intervention/partially mechanized.
5. Negotiated - The BellSouth project manager will negotiate with the new service provider for all targeted intervals.

**Note:** LSRs received in the service centers after normal business hours would normally be considered a transaction for tomorrow and due date calculation would be applied based on tomorrow's receipt. However, due to fluctuation in work load, BellSouth may be able to work the transaction on the same day. When this happens, the standard due date interval will be calculated based on the date the order is issued and the due date will be provided using the FOC process.

#### DDD Calculation

1. For LSRs submitted electronically and qualifying for flow-through/electronic processing, the CLEC should reflect the standard interval as the desired due date (DDD).
2. The LCSC will apply the standard interval as follows:

- a. When DDD is less than the standard interval, BellSouth will apply the standard interval.
- b. When the DDD is equal to or greater than the standard interval, BellSouth will apply the DDD as shown on the LSR.
3. In all cases, a later due date than the standard interval may be requested by the CLEC and indicated in the DDD field of the LSR.
4. When a targeted LSR processing interval is listed on the interval chart it should be added to the standard interval when calculating the DDD.

**Table CC Operator Services and Directory Assistance**

Product	Quantity	Standard Interval	Targeted LSR Processing Interval
Operator call processing-OPCH, FACH, BLV, EI, ECT	1	30 calendar days	7 calendar days
Operator call processing-facility based OPCH, FACH, ECT	1	30 calendar days	7 calendar days
Operator call processing-facility based BLV, EI	1	30 calendar days	7 calendar days
Inward operator services	1	30 calendar days	7 calendar days
Directory assistance access service (DAAS)	1	30 calendar days	7 calendar days
Directory assistance call completion (DACC)	1	30 calendar days	7 calendar days
Directory assistance number services intercept (DANSI)	1	30 calendar days	7 calendar days
Directory assistance database service (DADS)	1	30 calendar days	7 calendar days
Direct access to DA service (DADAS)	1	30 calendar days	7 calendar days

**ATTACHMENT 3**  
**NETWORK INTERCONNECTION**

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## **NETWORK INTERCONNECTION**

### **1. GENERAL**

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

### **2. LEFT BLANK INTENTIONALLY**

### **3. NETWORK INTERCONNECTION**

- 3.1 This Attachment pertains only to the provision of network interconnection where TWTC owns and provides its switch(s).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-bound Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic to the other Party for Call Transport and Termination by the terminating Party. Neither Party shall require the other to construct facilities unnecessarily.
- 3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding

the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month (i.e., DS3) for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the IP(s).

### 3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility ("PLF") Factor, as defined below in Section 7.3.2, on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined below in Section 7.3.2, on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates. .

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.

### 3.4 **Fiber Meet**

3.4.1 If TWTC elects to interconnect with BellSouth pursuant to a Fiber Meet, TWTC and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work together to determine the specific SONET transmission system. However, TWTC's SONET transmission system must be compatible with BellSouth's equipment in the Serving Wire Center. The Data Communications Channel (DCC) must be turned off. Each Party reserves the right to determine the equipment it employs for service.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the TWTC Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by TWTC, BellSouth shall allow TWTC access to the fusion splice point for the Fiber Meet point for maintenance purposes on TWTC's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. TWTC shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by TWTC. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

#### **4. INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 BellSouth and TWTC shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 TWTC shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of TWTC's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent TWTC desires to deliver Local Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which TWTC has established interconnection trunk groups, TWTC shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, TWTC shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where TWTC has homed (i.e. assigned) its NPA/NXXs. TWTC shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each

BellSouth tandem is defined in the LERG. TWTC shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on TWTC's NXX access tandem homing arrangement as specified by TWTC in the LERG.
- 4.4 Any TWTC interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to TWTC from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require TWTC to submit a Bona Fide Request Request (BFR) via the BFR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and TWTC are set forth in Exhibit A. To the extent a rate for a service purchased by TWTC and associated with the interconnecting trunk group is not set forth in Exhibit A, the rates shall be as set forth in the appropriate BellSouth interstate and intrastate tariffs for switched access services. To the extent a rate for a service requested by BellSouth and associated with the interconnecting trunk group is not set forth in Exhibit A, the Parties shall amend the Agreement to include rates, terms, and conditions for such service.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and facilities. The Party receiving the ASR order will be the billing Party. TWTC shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where TWTC is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. In addition, the receiving Party will issue a Design Layout Record ("DLR"), if appropriate, to the ordering Party within the same timeframe as the FOC is returned if the Party has a mechanized receipt process. If the FOC and/or the DLR are not received within each state's applicable timeframe, then both Parties agree to escalate within the respective network and operations organizations as appropriate. Notwithstanding the foregoing, blocking situations



and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and TWTC's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area, or (3) new switch deployments. The Parties agree to jointly plan and coordinate new projects.

#### 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic. TWTC shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, semi-annually the Parties shall jointly review trunk performance and BellSouth shall assist in the development of TWTC's trunking forecast.. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.

##### 4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures.

##### 4.10.1.1 **Basic Architecture**

In the basic architecture, TWTC's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between TWTC and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between TWTC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which TWTC desires to exchange traffic. This trunk group also carries TWTC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. For billing identification purposes, the Parties agree to hand off Calling Party Number (CPN) where technically feasible. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to TWTC. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if

service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

#### 4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for TWTC-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for TWTC end-users.

4.10.1.2.1 A two-way trunk group provides Intratandem Access for TWTC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between TWTC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which TWTC desires to exchange traffic. This trunk group also carries TWTC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem.

4.10.1.2.2 Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

#### 4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between TWTC and BellSouth. In addition, a separate two-way transit trunk group must be established for TWTC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between TWTC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which TWTC desires to exchange traffic. This trunk group also carries TWTC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Upon prior notification, BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to TWTC. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

#### 4.10.1.4 **Supergroup Architecture**

The Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and TWTC's Transit Traffic are exchanged on a single two-way trunk group between TWTC and BellSouth to provide Intratandem Access to TWTC. This trunk group carries Transit Traffic between TWTC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which TWTC desires to exchange traffic. This trunk group also carries TWTC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Upon prior notification, BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to TWTC. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

#### 4.10.1.5 Multiple Tandem Access Interconnection

4.10.1.5.1 Where TWTC does not choose access tandem interconnection at every BellSouth access tandem within a LATA, TWTC may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA TWTC must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route TWTC's originated Local Traffic for LATA wide transport and termination. TWTC must also establish an interconnection trunk group(s) at all BellSouth access tandems where TWTC NXXs are homed as described in Section 4.2.1 above. If TWTC does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, TWTC can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate TWTC's Local Traffic to end-users served through those BellSouth access tandems where TWTC does not have an interconnection trunk group(s).

4.10.1.5.2 TWTC may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to TWTC will be delivered to and from IXCs based on TWTC's NXX access tandem homing arrangement as specified by TWTC in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

- 4.10.1.5.4 To the extent TWTC does not purchase MTA in a LATA served by multiple access tandems, TWTC must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent TWTC routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, TWTC shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

- 4.10.2.1 Local Tandem Interconnection arrangement allows TWTC to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of TWTC-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, TWTC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, TWTC may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no NPA/NXX codes homed. TWTC may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where TWTC does not choose to establish an interconnection trunk group(s). It is TWTC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to TWTC's codes. Likewise, each Party TWTC shall obtain its routing information from the LERG.
- 4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, TWTC must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which TWTC has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion.
- 4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that TWTC has executed the necessary local interconnection agreement, traffic termination agreement, or other similar type agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

- 4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic and ISP-bound Traffic to the terminating Party on a direct end office-to-end office basis.
- 4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
- 4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure delivery of traffic between TWTC and BellSouth.
- 4.10.3.2.2 Traffic Volume – The Parties agree to monitor the amount of tandem routed traffic between TWTC's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three (3) consecutive months, the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three (3) consecutive months. In the case of one-way trunking, additional facilities and trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.
- 4.10.4 **Transit Traffic Trunk Group**
- Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by TWTC to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides Intratandem Access to the third parties also interconnected at those tandems.
- 4.10.4.1 **Toll Free Traffic**
- 4.10.4.1.1 If TWTC chooses BellSouth to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from BellSouth's switches, all TWTC originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.4.1.2 TWTC may choose to perform its own Toll Free database queries from its switch. In such cases, TWTC will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, TWTC will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party

(ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, TWTC will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and TWTC shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, TWTC will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to TWTC's network but that are connected to BellSouth's access tandem.

- 4.10.5 All post-query Toll Free calls for which TWTC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

## **5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

- 5.1 Network Management and Changes. The Parties will exchange toll-free twenty-four (24) hour maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-00499-CORE. Where TWTC chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling ("SS7"), SS7 connectivity is required between the TWTC switch and the BellSouth Gateway Signaling Transfer Point ("GSTP"). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in TR73554, the BellSouth Guidelines to Technical Publication, GR-000905-CORE. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.2.1 BellSouth will make available to TWTC, as needed, 64 Kbps Clear Channel Capability ("64K CCC") trunks. Upon receipt of the TWTC's initial forecast of 64K CCC quantities, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities, for the sole purpose of transmitting 64K CCC data calls between TWTC and BellSouth. In no case will these trunks be used for voice calls. Where such trunks and/or additional equipment is required, such equipment and trunks will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or BellSouth internal customer demand for

64K CCC trunks. Where technically feasible and by mutual agreement, these trunks will be established as two-way.

- 5.2.2 At TWTC's request BellSouth will engineer all interconnection trunks between BellSouth and TWTC to a 6 dB of digital pad configuration. BellSouth and TWTC will cooperatively work to identify and convert all existing interconnection trunks to a 6 dB of digital pad configuration. TWTC will waive any claims, damages, actions or causes of action that may result or result from the use of a 6 dB of digital pad configuration for interconnection trunks between BellSouth and TWTC. Further, TWTC shall indemnify BellSouth in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and TWTC.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.3.1 A Designed blocking Objective (DBO) of one half of one percent (.005) during the Average Time Consistent Busy Hour (TCBH) for final trunk groups between a TWTC end office and a BellSouth access tandem carrying traffic subject to meet point billing shall be maintained. All other final trunk groups are to be engineered with a DBO of one- percent (.01) during the Average TCBH.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping or other methods) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification ("ANI"), originating line information ("OLI") calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and TWTC will send and receive 10 digits for Local Traffic. Additionally, BellSouth and TWTC will exchange the proper

call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

## **5.7 Forecasting for Trunk Provisioning**

**5.7.1** The Parties shall work cooperatively to manage the capacity of Local Interconnection Trunk Groups. Either Party may send the other an error-free ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party controls based on the ordering Party's capacity assessment. TWTC shall provide revised trunk forecasts for all one-way (1-way) and two-way (2-way) trunk groups every six (6) months. TWTC agrees to provide an initial interconnection trunk group forecast for each new LATA in which it plans to provide service within BellSouth's region. Upon receipt of TWTC's forecast, the Parties shall conduct a joint planning meeting to finalize a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

**5.7.1.1** At a minimum, the forecast shall include the projected quantity of Transit Trunks, TWTC-to-BellSouth one-way trunks ("TWTC Trunks"), BellSouth-to-TWTC one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

**5.7.1.2** All forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for TWTC location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

**5.7.2** TWTC shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

**5.7.3** The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the



trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

## 5.8 **Trunk Utilization**

5.8.1 BellSouth and TWTC shall monitor traffic on each interconnection trunk group that is installed pursuant to the interconnection trunk requirements and subsequent forecasts. The Parties agree to review on a quarterly basis the capacity utilization during the most recent quarter of the traffic study period. Unless the Parties otherwise agree, if a final trunk group is under eighty percent (80%) of the CCS capacity on a monthly average basis, for each month of any three (3) consecutive month period, either Party may provide written notice to the other requesting to resize the trunk group. Upon agreement of reciprocal trunk quantities required, BellSouth shall issue a reciprocal ASR. When additional capacity is required to reduce measured blocking to objective design levels, an ASR will be issued promptly upon discover of blocking by the appropriate Party. The ASR-sending Party shall note "Blocking" on the ASR. If TWTC is the ASR-sending Party, then TWTC will notify the BellSouth Local Interconnection Service Center Project Manager. If BellSouth is the ASR-sending Party, then BellSouth will notify the designated TWTC representative. In all cases, grade of service objectives shall be maintained. The Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any

5.8.1.1 If any reciprocal trunk group is underutilized pursuant to section 5.8.1 above, BellSouth's Local Interconnection Switching Center ("LISC") project manager will notify TWTC regarding the number of trunks that BellSouth wishes to disconnect. BellSouth's project manager will call TWTC's designated interface, and provide the supporting information either by email or facsimile to the designated TWTC interface. TWTC shall provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting additional traffic that it is to bring onto the trunk group. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which TWTC expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the new information with TWTC to determine if agreement can be reached on the number of trunks to be removed. Both Parties shall make good faith efforts to reach agreement on the number of trunks to be disconnected up to and including escalation to, and resolution by, the appropriate company Vice President and/or Engineering Vice President within 30 days. By so agreeing to this escalation process for excess trunk disconnection, neither Party forfeits its right to pursue additional dispute resolution pursuant to the General Terms and Conditions of this agreement.

- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

**6. LOCAL DIALING PARITY**

- 6.1 BellSouth and TWTC shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

**7. INTERCONNECTION COMPENSATION**

**7.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-bound Traffic**

- 7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment and pursuant to the Parties Agreement on Sections 7.3 through 7.3.5 and Sections 3.3 through 3.3.2 of this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound traffic is subject to compensation to the extent provided by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) ("ISP Remand Order").
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and TWTC agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or TWTC that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and TWTC further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or TWTC that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

7.1.4 **The Parties will compensate each other for the transport and termination of Local Traffic and ISP-bound Traffic as follows:**

7.1.4.1 **In the states of Florida, North Carolina, and Tennessee,** the Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the appropriate elemental rates set forth in Exhibit A. TWTC is entitled to reciprocal compensation for tandem switching in the above states, since it has proved to BellSouth's satisfaction that its switch serves the same geographical area(s) comparable to the area(s) served by BellSouth's tandem switch. The Parties will compensate each other for the transport and termination of ISP-bound traffic at the composite rates set forth in Exhibit A to this Attachment, subject to the terms and conditions set forth in Section 7.1.4.1.1 below.

7.1.4.1.1 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound Traffic for which one Party may bill the other shall be capped as follows:

7.1.4.1.1.1 For ISP-bound Traffic exchanged during the year 2002, compensation at the rates set forth in Exhibit A of this Agreement shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to, on an annualized basis, the number of ISP bound Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus a twenty percent growth factor.

7.1.4.1.1.2 For ISP-bound Traffic exchanged during the year 2003 and beyond, compensation, at the rates set forth in Exhibit A of this Agreement, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

7.1.4.1.1.3 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore.

7.1.4.2 **In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina,** the Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the appropriate elemental rates set forth in Exhibit A of this Agreement. In the states of Georgia and South Carolina TWTC is entitled to reciprocal compensation for tandem switching, since it has proved to BellSouth's satisfaction that its switch serves the same geographical area(s) comparable to the area(s) served by BellSouth's tandem switch. Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

- 7.1.4.3 For all states, the elemental rates set forth in Exhibit A of this Agreement shall apply throughout the term of this Agreement for Multiple Tandem Access, as described in Section 4.10.1.5 above, and Transit Traffic, as described in Section 7.6 below.
- 7.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.6 If TWTC assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to TWTC end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a TWTC customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, TWTC agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to TWTC at BellSouth's switched access tariff rates. This section is not intended to conflict with the definition of Local Traffic set forth in Section 7.1.1 above.
- 7.2 If TWTC does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole TWTC NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if TWTC can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 7.3 **Jurisdictional Reporting**
- 7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in Exhibit F of this Attachment (i.e., BellSouth's Jurisdictional Factors Reporting Guide). Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF

shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in Exhibit F of this Attachment (i.e., BellSouth's Jurisdictional Factors Reporting Guide.)

- 7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to TWTC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.
- 7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and TWTC shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours, of the Party being audited, at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the

audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

#### 7.4 **Compensation for 8XX Traffic**

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the billing Parties' intrastate or interstate switched access tariffs. Each Party will pay the other Party the database query charge as set forth in the billing Parties' intrastate or interstate switched access tariffs as applicable.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to TWTC requires interconnection from TWTC to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. If TWTC requires 8XX 10 digit screening from BellSouth, then TWTC shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that TWTC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

#### 7.5 **Mutual Provision of Switched Access Service**

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for

the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

- 7.5.2 If the BellSouth end user chooses TWTC as their presubscribed interexchange carrier, or if the BellSouth end user uses TWTC as an interexchange carrier on a 101XXXX basis, BellSouth will charge TWTC the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating Party's tariff, as appropriate.
- 7.5.4 When TWTC's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by TWTC as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When TWTC's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to TWTC, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary, as long as MECAB requirements are maintained.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.

7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

7.5.9 Where TWTC provides long distance service, TWTC agrees not to deliver switched access traffic to BellSouth for termination except over TWTC's ordered switched access trunks and facilities.

## 7.6 **Transit Traffic**

7.6.1 BellSouth shall provide tandem switching and transport services for TWTC's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between TWTC and wireless type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between TWTC and wireless type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the wireless carrier or a third party CLEC utilizing BellSouth switching (including UNE-P providers) have the capability to properly meet-point-bill in accordance with MECAB guidelines. Neither Party shall intentionally send transit traffic over the local trunks unless it has notified the other Party that the transit trunks are at capacity, or the result of misrouted traffic from a third party.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that TWTC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to TWTC. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, TWTC shall reimburse BellSouth upon receipt of billing data adequate to validate such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

## 8. **FRAME RELAY SERVICE INTERCONNECTION**



- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network-to-network Interconnection arrangement between BellSouth's and TWTC's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which TWTC is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between TWTC and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and TWTC have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, TWTC may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within

90 days, if BellSouth notifies TWTC that it has found that this method does not adequately represent the PLCU.

- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and TWTC will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. TWTC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of TWTC's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and TWTC will pay, the total non-recurring and recurring charges for the NNI port. TWTC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by TWTC's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit ("PVC") rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier ("DLCI") and Committed Information Rate ("CIR").
- 8.8 For the PVC segment between the TWTC and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If TWTC orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the TWTC Frame Relay switch, BellSouth will invoice, and TWTC will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and TWTC Frame Relay switches. If the VC is a Local VC, TWTC will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to TWTC for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a TWTC subscriber's PVC segment and a PVC segment from the TWTC Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and TWTC will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the

BellSouth and TWTC Frame Relay switches. If the VC is a Local VC, TWTC will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to TWTC for the PVC segment.

- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If TWTC requests a change, BellSouth will invoice and TWTC will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, TWTC will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 TWTC will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

## **9. OPERATIONAL SUPPORT SYSTEMS ("OSS")**

- 9.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff for Access Service Records.

Exhibit B

## Basic Architecture

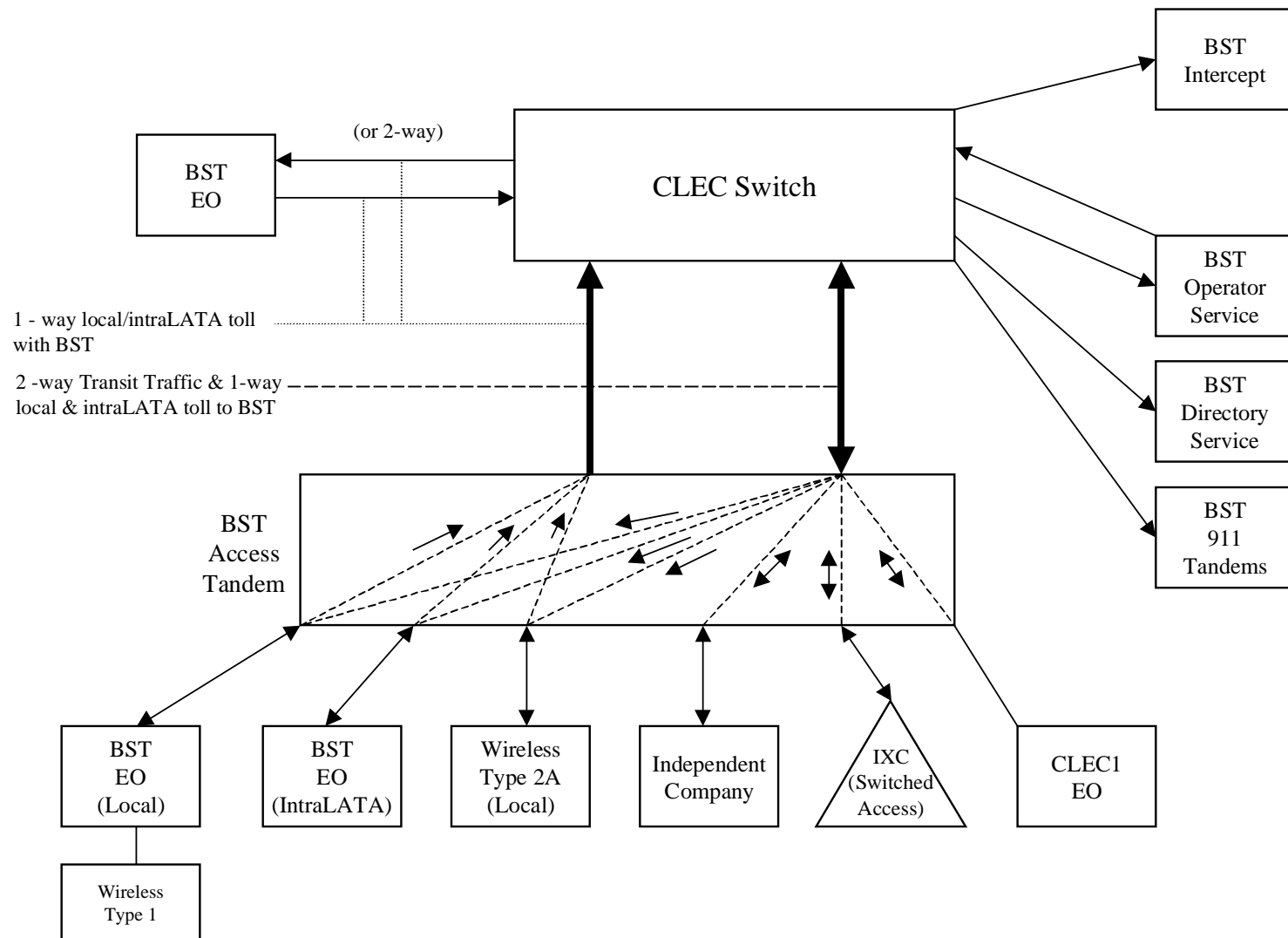


Exhibit C

# One-Way Architecture

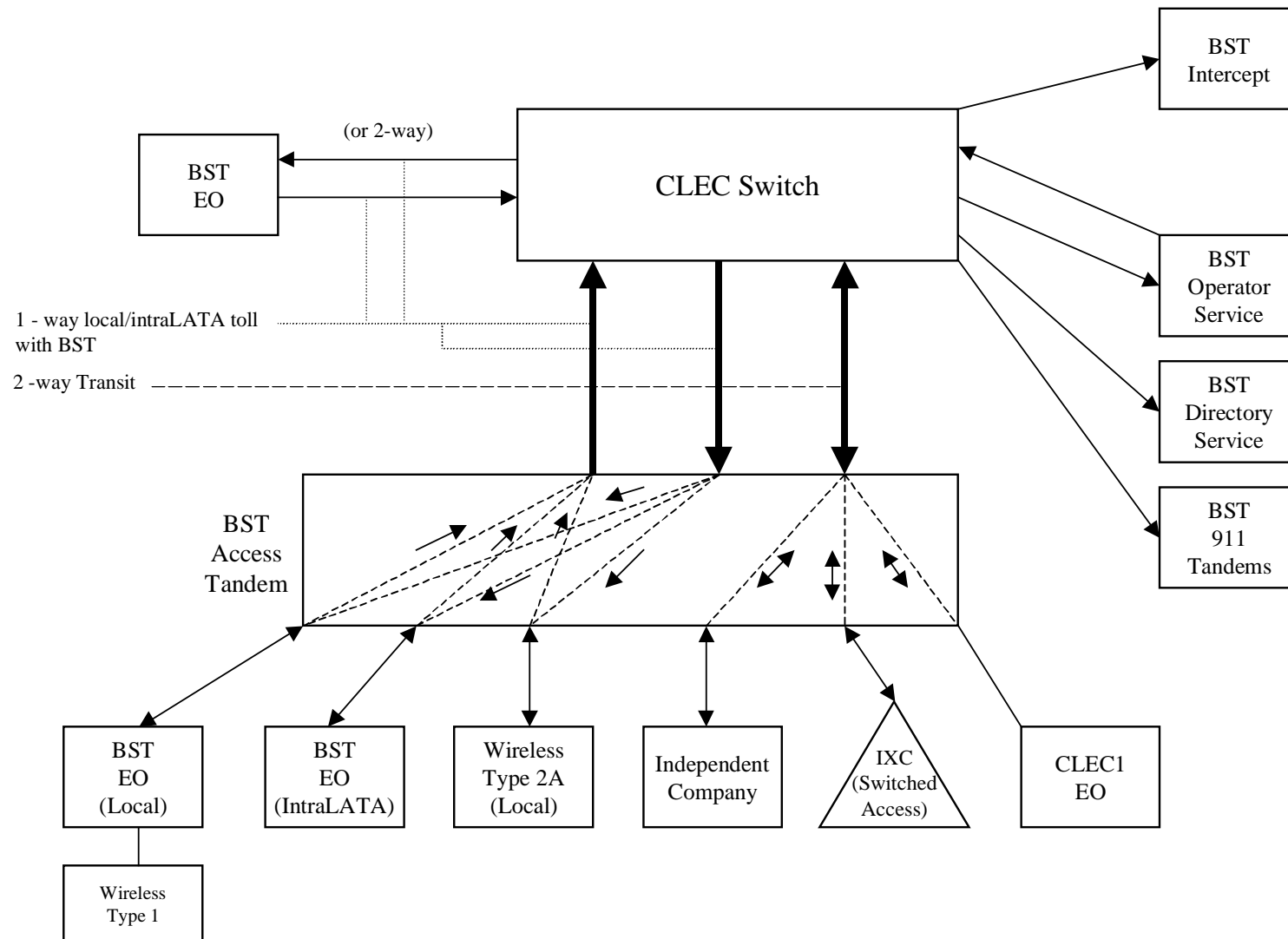


Exhibit D

## Two-Way Architecture

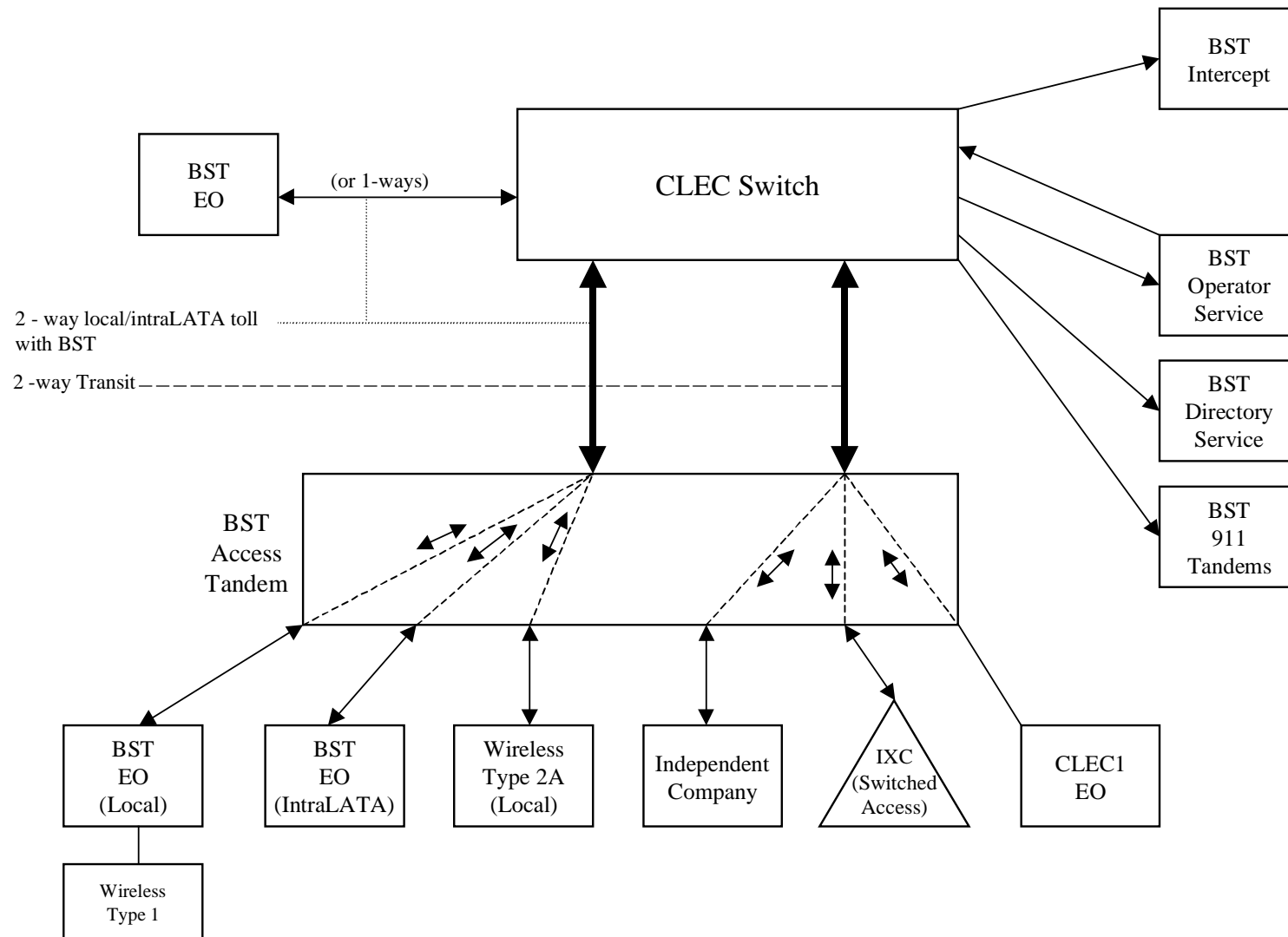
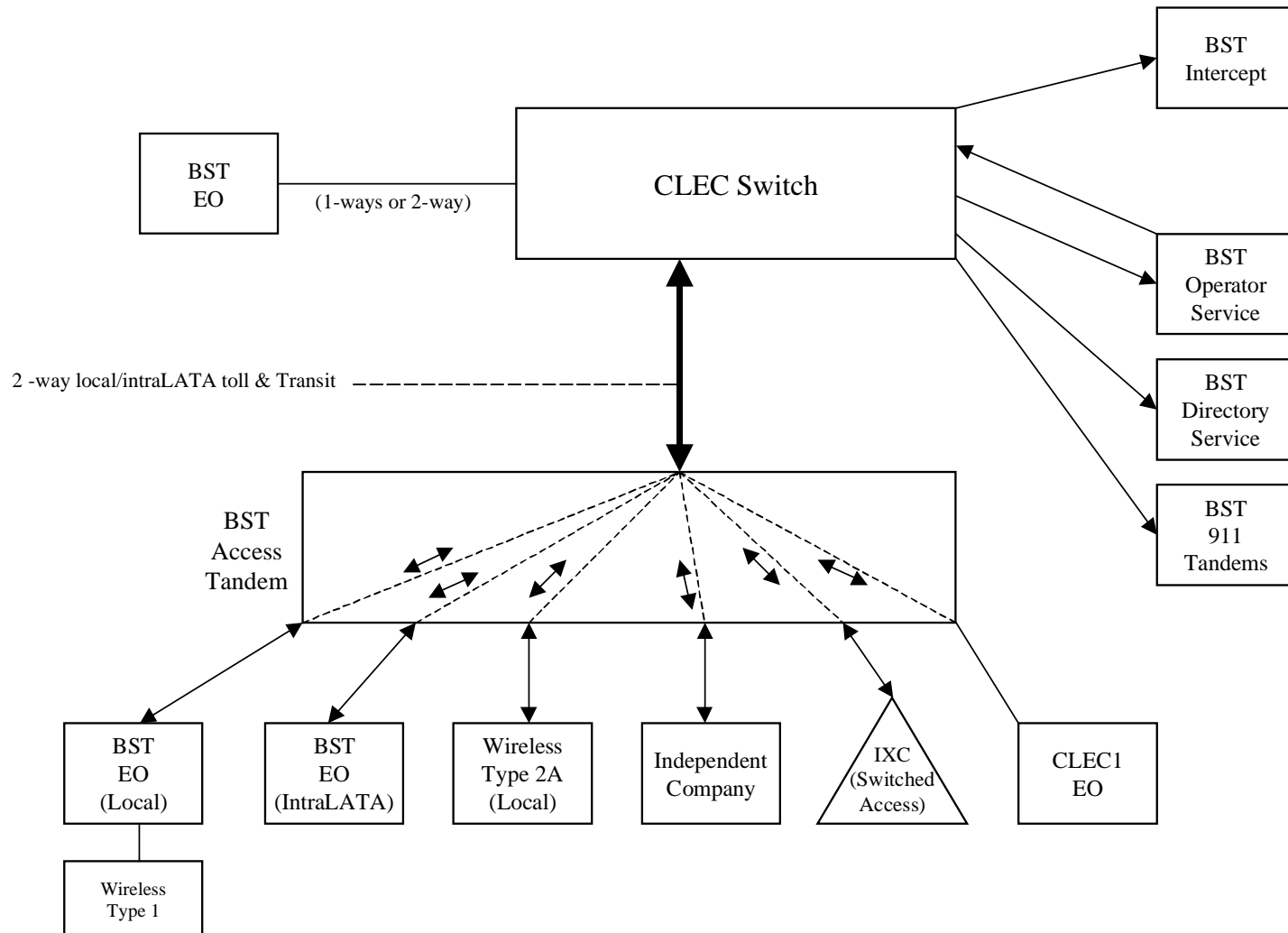


Exhibit E

## Supergroup Architecture



LOCAL INTERCONNECTION - Tennessee											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	ISP-bound Traffic															
	ISP-bound, per MOU (from Effective Date to June 13, 2003)					0.0010000										
	ISP-bound, per MOU (from June 14, 2003)					0.0007000										
END OFFICE SWITCHING																
	End Office Switching Function, Per MOU			OHD		0.0008041										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0009778										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnect charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000064										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58	17.37		3.51							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	76.27		14.99							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	176.56		105.91							
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						



LOCAL INTERCONNECTION - Tennessee												Attachment: 3		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
												OSS Rates(\$)				
												SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23					
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																



# **BellSouth Jurisdictional Factors Reporting Guide**

**Issue 3.0**

**August 2, 2002**

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## **Revisions**

### **Issue 1.0**

The initial version of the *BellSouth Jurisdictional Factors Reporting Guide* was issued on August 15, 2001.

### **Issue 2.0**

Incorporated references to *RF-3995 Jurisdictional Factor Report Form* – issued on December 21, 2001.

### **Issue 3.0**

Added minor clarification concerning value to be used if PLF or PLU factors are not reported – issued on August 2, 2002.

## ***BellSouth Jurisdictional Factors Reporting Guide***

### **1.0 Introduction**

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Where sufficient data is available BellSouth will determine the percentage of use by jurisdiction for billing applications in accordance with BellSouth tariffs and contractual agreements. Absent sufficient data it is incumbent upon BellSouth customers to accurately report jurisdictional factors in order for BellSouth to bill the associated services per contractual and regulatory requirements. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the following jurisdictional factors related to Access and Local Interconnection Services

PIU - Percent Interstate Usage

PLU - Percent Local Usage

PLF - Percent Local Facility

These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

### **2.0 Jurisdictions**

There are three basic jurisdictions related to BellSouth Access and Local Interconnections Services. These are the Interstate, Intrastate and the Local jurisdiction. The jurisdiction is determined based upon the physical locations of the

origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

## **3.0 Factors**

### **3.1. General**

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* that is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will

assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

### **3.2. PIU - Percent Interstate Usage**

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Interstate MOUs}}{\text{Total Usage MOUs}}$$

*Total Usage* includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).

### 3.3. PLU – Percent Local Usage

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Local Terminating MOUs}}{\text{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\text{Total Local Terminating MOUs}}{(\text{Total Terminating MOUs}) \times (1-\text{TPIU})}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

### 3.4. PLF – Percent Local Facility

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXCs that also function as a CLEC and utilize Switched Dedicated Transport and/or Local



Interconnection transport to interconnect with the BellSouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\text{Total Local MOUs}}{\text{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\text{Total Local Minutes}}{(\text{Total Minutes}) \times (1-\text{PIUE})}$$

This factor may be calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

## 4.0 Service Reporting Requirements

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

### 4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to

connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

#### **4.2. BellSouth SWA FGB PIU (PIUB)**

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

#### **4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)**

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

#### **4.4. BellSouth Local Interconnection PLU**

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is

determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to  $1 - \text{TPIU}$ . The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

#### **4.5. BellSouth SWA 500 PIU (ZP15)**

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

#### **4.6. BellSouth SWA 700 Access Service (ZP17)**

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

#### **4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)**

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

#### **4.8. BellSouth SWA 900 Service (ZP19)**

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

#### **4.9. BellSouth SWA Transport PIUE**

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel  
SWA Dedicated Interoffice Channels  
SWA Channelization Equipment  
Local Interconnection Dedicated Transport  
Dedicated End Office Trunk Port Service  
Dedicated Tandem End Office Trunk Port Service  
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

#### **4.10. BellSouth Local Interconnection Transport PLF**

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

#### **4.11. BellSouth CCS7 Access Arrangement SPIU**

An SPIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnections services (if applicable.). The billed minutes that are jurisdictionally interstate as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU. This SPIU will be reported at the state level where CCS7 Interconnection service is provided by billing ACNA. Where the customer is a "Third Party Provider" of CCS7 services then the SPIU will be

developed based upon a weighted average of all the “Third Party Customers” end user traffic.

#### **4.12. BellSouth Line Information Data Base Service LIDB**

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\text{Number of Local Queries}}{\text{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\text{Number of Interstate Queries}}{(\text{Total Number of Queries}) - (\text{Number of Local Queries})}$$

## **5.0 Report Process**

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors

- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

## 6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30 days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

### US Mail

BellSouth Telecommunications, Inc  
2300 Northlake Centre Drive  
Suite 415  
Tucker, GA 30084

OR

### Electronic Mail

[piu.report@bridge.bellsouth.com](mailto:piu.report@bridge.bellsouth.com)

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s)

then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

## **7.0 Audits**

### **7.1. Audit Request**

If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

### **7.2. Audit Compliance**

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

## **8.0 Ordering**

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.



## **Attachment 4**

### **Physical Collocation**

**BELLSOUTH**  
**PHYSICAL COLLOCATION**

**1. Scope of Attachment**

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when TWTC is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to TWTC collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow TWTC to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by TWTC and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by TWTC may contemplate a request for space sufficient to accommodate TWTC's growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by TWTC may contemplate a request for space sufficient to accommodate TWTC's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate TWTC's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase TWTC's cost or materially delay TWTC's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the TWTC wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly

- reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.
- 1.4 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. TWTC will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 **Use of Space.** TWTC shall use the Collocation Space for the purposes of installing, maintaining and operating TWTC's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 **Rates and Charges.** TWTC agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 **Due Dates.** If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 **Space Availability Report.** Upon request from TWTC, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.1.1 The request from TWTC for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify TWTC and inform TWTC of the time frame under which it can respond.

### **3. Collocation Options**

- 3.1 Cageless. BellSouth shall allow TWTC to collocate TWTC's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow TWTC to have direct access to TWTC's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where TWTC's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, TWTC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At TWTC's expense, TWTC may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, TWTC and TWTC's Certified Supplier must comply with the more stringent local building code requirements. TWTC's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with TWTC and provide, at TWTC's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for TWTC to obtain the zoning, permits and/or other licenses. TWTC's Certified Supplier shall bill TWTC directly for all work performed for TWTC pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the TWTC's Certified Supplier. TWTC must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access TWTC's locked enclosure prior to notifying TWTC. Upon request, BellSouth shall construct the enclosure for TWTC.
- 3.2.1 BellSouth may elect to review TWTC's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to TWTC indicating BellSouth's desire to execute this

review will be provided in BellSouth's response to the Initial Application, if TWTC has indicated their desire to construct their own enclosure. If TWTC's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review TWTC's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require TWTC to remove or correct within seven (7) calendar days at TWTC's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared (Subleased) Caged Collocation. TWTC may allow other telecommunications carriers to share TWTC's caged collocation arrangement pursuant to terms and conditions agreed to by TWTC ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. TWTC shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by TWTC that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and TWTC.
- 3.3.1 TWTC, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide TWTC with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, TWTC shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 TWTC shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of TWTC's

Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by TWTC and in conformance with BellSouth's design and construction specifications. Further, TWTC shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should TWTC elect such option, TWTC must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, TWTC and TWTC's Certified Supplier must comply with the more stringent local building code requirements. TWTC's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. TWTC's Certified Supplier shall bill TWTC directly for all work performed for TWTC pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by TWTC's Certified Supplier. TWTC must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access TWTC's locked enclosure prior to notifying TWTC.
- 3.4.2 TWTC must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review TWTC's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require TWTC to remove or correct within seven (7) calendar days at TWTC's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 TWTC shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At TWTC's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to

Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. TWTC's Certified Supplier shall be responsible, at TWTC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit TWTC to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall TWTC use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.
- 3.5.1 The CCXC shall be provisioned through facilities owned by TWTC. Such connections to other carriers may be made using either optical or electrical facilities. TWTC may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. TWTC may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. TWTC is responsible for ensuring the integrity of the signal.
- 3.5.2 TWTC shall be responsible for obtaining authorization from the other CLEC(s) involved. TWTC must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. TWTC-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, TWTC may have the option of constructing its own dedicated support structure.
4. Occupancy
- 4.1 Occupancy. BellSouth will notify TWTC in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). TWTC will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying TWTC that the collocation space is ready for occupancy. In the event that TWTC fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by TWTC and billing will commence on the sixteenth day after BellSouth releases the collocation space. TWTC must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, TWTC's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, TWTC may terminate occupancy in a particular

Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate TWTC's right to occupy the Collocation Space in the event TWTC fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, TWTC at its expense shall remove its equipment and other property from the Collocation Space. TWTC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of TWTC's Guests, unless TWTC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. TWTC shall continue payment of monthly fees to BellSouth until such date as TWTC, and if applicable TWTC's Guest has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should TWTC or TWTC's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of TWTC or TWTC's Guest at TWTC's expense and with no liability for damage or injury to TWTC or TWTC's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of TWTC's right to occupy Collocation Space, TWTC shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by TWTC except for ordinary wear and tear, unless otherwise agreed to by the Parties. TWTC or TWTC's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records including but not limited to Central Office Record Drawings and ERMA Records. TWTC shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## **5. Use of Collocation Space**

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will



- determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on TWTC's failure to comply with this section.
- 5.1.3 TWTC shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that TWTC submits an application for terminations that exceed the total capacity of the collocated equipment, TWTC will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 TWTC shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 TWTC shall place a plaque or other identification affixed to TWTC's equipment necessary to identify TWTC's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. TWTC may elect to place TWTC-owned or TWTC-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. TWTC will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. TWTC will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to TWTC's equipment in the Collocation Space. In the event TWTC utilizes a non-metallic, riser-type entrance facility, a splice will not be required. TWTC must contact

BellSouth for instructions prior to placing the entrance facility cable in the manhole. TWTC is responsible for maintenance of the entrance facilities. At TWTC's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide TWTC with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to TWTC's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. TWTC may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to TWTC's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. TWTC must arrange with BellSouth for BellSouth to splice the TWTC provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If TWTC desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between TWTC's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). TWTC shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. TWTC or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At TWTC's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. TWTC must make arrangements with a Certified Supplier for such placement.

- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between TWTC's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a TWTC provided Point of Termination Bay (POT Bay) in a common area within the Premises. TWTC shall be responsible for providing, and a supplier certified by BellSouth ("TWTC's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between TWTC's collocation space and the demarcation point. TWTC or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that TWTC desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 TWTC's Equipment and Facilities. TWTC, or if required by this Attachment, TWTC's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by TWTC which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. TWTC and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to TWTC at least 48 hours before access to the Collocation Space is required. TWTC may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that TWTC will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, TWTC shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. TWTC agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of TWTC or TWTC's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by TWTC and returned to BellSouth Access Management within 15 calendar days of TWTC's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any

- circumstances. TWTC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of TWTC employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with TWTC or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to TWTC's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to TWTC. TWTC must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date TWTC desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, TWTC may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event TWTC desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit TWTC to access the Collocation Space accompanied by a security escort at TWTC's expense. TWTC must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. TWTC shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), TWTC shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, TWTC shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of TWTC violates the provisions of this paragraph, BellSouth shall give written notice to TWTC, which notice shall direct TWTC to cure the violation within forty-eight (48) hours of TWTC's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if TWTC fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property,

- injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to TWTC's equipment. BellSouth will endeavor, but is not required, to provide notice to TWTC prior to taking such action and shall have no liability to TWTC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and TWTC fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to TWTC or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, TWTC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by TWTC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by TWTC at any time. Any damage caused to the Collocation Space by TWTC's employees, agents or representatives during the removal of such property shall be promptly repaired by TWTC at its expense.
- 5.12 Alterations. In no case shall TWTC or any person acting on behalf of TWTC make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by TWTC. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. TWTC shall be responsible for the general upkeep of the Collocation Space. TWTC shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

**6. Ordering and Preparation of Collocation Space**

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to TWTC that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For TWTC or TWTC's Guest(s) initial equipment placement, TWTC shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event TWTC or TWTC's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, TWTC shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by TWTC in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by TWTC for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.4 Space Preferences. If TWTC has previously requested and received a Space Availability Report for the Premises, TWTC may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the TWTC's preference(s), TWTC may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify TWTC of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by TWTC, or differently configured, TWTC must resubmit its Application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by TWTC or differently configured, TWTC must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify TWTC of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by TWTC or differently configured, TWTC must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

6.6 Denial of Application. If BellSouth notifies TWTC that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying TWTC that BellSouth has no available space in the requested Premises, BellSouth will allow TWTC, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such

- information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit TWTC to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, TWTC must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If TWTC has originally requested caged collocation space and cageless collocation space becomes available, TWTC may refuse such space and notify BellSouth in writing within that time that TWTC wants to maintain its place on the waiting list without accepting such space. TWTC may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If TWTC does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove TWTC from the waiting list. Upon request, BellSouth will advise TWTC as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services



website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

- 6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10.2 In Tennessee, BellSouth will provide a written response (“Application Response”) within fifteen (15) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote, based upon standardized pricing provided that TWTC has given BellSouth a forecast of TWTC’s collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by TWTC the interval for an Application Response will be thirty (30) calendar days.
- 6.10.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable TWTC to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When TWTC submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.10.4 In Georgia, Kentucky, Mississippi, North Carolina and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.5 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the

space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of TWTC or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge TWTC an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require TWTC to submit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

- 6.12.1 TWTC shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to TWTC's Bona Fide Application or the Application will expire.
- 6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of TWTC's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

**7. Construction and Provisioning**

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama, BellSouth will complete construction for caged collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of a Bona Fide Firm Order (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for cageless collocation arrangements as soon as

- possible within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to TWTC. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and TWTC cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.3 In Georgia, Kentucky, Mississippi, North Carolina and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an

Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and TWTC installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with TWTC or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at Battery Distribution Fuse Bay or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and TWTC will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to TWTC during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

- 7.4 Acceptance Walk Through. TWTC will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying TWTC that the collocation space is ready for occupancy. In the event that TWTC fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by TWTC. BellSouth will correct any deviations to TWTC's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. TWTC shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. TWTC and TWTC's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, TWTC must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide TWTC with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing TWTC's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and TWTC upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill TWTC directly for all work performed for TWTC pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying TWTC or any supplier proposed by TWTC. All work performed by or for TWTC shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. TWTC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service TWTC's Collocation Space. Upon request, BellSouth will provide TWTC with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by TWTC. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, TWTC may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by TWTC, such information will be provided to TWTC in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to TWTC within 180 calendar days of BellSouth's written denial of TWTC's

- request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) TWTC was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then TWTC may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. TWTC must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.7.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.8 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.8.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.8.2 In Alabama and Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.9 Cancellation. If, at anytime prior to space acceptance, TWTC cancels its order for the Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if TWTC cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill TWTC for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.10 Licenses. TWTC, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

**8. Rates and Charges**

- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by TWTC's current billing cycle and is non-refundable.

- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by TWTC.

**8.2 Space Preparation**

- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date TWTC executes the written document accepting the collocation space pursuant to section 4 or on the date TWTC first occupies collocation space, whichever is first. If TWTC fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing TWTC for recurring charges as of the sixteenth day after BellSouth releases the collocation space.

- 8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. TWTC shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event TWTC opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to TWTC as prescribed in this Section 8.

- 8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. TWTC shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event TWTC opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to TWTC as prescribed in this Section 8.

- 8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7016 U. In the event TWTC opts for non enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to TWTC as prescribed in Section 8 and will be billed based upon TWTC's first billing cycle after Firm Order.
- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by TWTC on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event TWTC opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to TWTC as described in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, TWTC shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, TWTC shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event TWTC's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, TWTC shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.4.1 The recurring charges for floor space begin on the date TWTC executes the written document accepting the collocation space pursuant to section 4 or on the date TWTC first occupies collocation space, whichever is first. If TWTC fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing TWTC for recurring charges as of the sixteenth day after BellSouth releases the collocation space.



- 8.5 Power. BellSouth shall make available –48 Volt (-48V) DC power for TWTC's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at TWTC's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to TWTC's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date TWTC first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by TWTC's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by TWTC's BellSouth Certified Supplier. TWTC is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to TWTC's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by TWTC must provide BellSouth a copy of the engineering power specification prior to the day on which TWTC's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and TWTC's arrangement area. TWTC shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within TWTC's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. TWTC shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, TWTC has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier. Where the addition of TWTC's dedicated power plant results in construction of a new power plant room, upon termination of TWTC's right to occupy collocation space at such site, TWTC shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If TWTC elects to install its own DC Power Plant, BellSouth shall provide AC power to feed TWTC's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by TWTC's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. TWTC's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates

- specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At TWTC's option, TWTC may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to TWTC's equipment or space enclosure. TWTC shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within TWTC's arrangement and terminations of cable within the collocation space.
- 8.5.5 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and TWTC's arrangement area.
- 8.5.6 In Alabama, Louisiana and South Carolina, TWTC has the option to purchase power directly from an electric utility company. Under such an option, TWTC is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a certified vendor hired by TWTC. TWTC must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by TWTC in provisioning said power will be billed on an ICB basis.
- 8.5.7 If TWTC requests a reduction in the amount of power that BellSouth is currently providing TWTC must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit C will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.5.8 In Alabama, if TWTC is currently served from the BellSouth power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, TWTC must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.6 Security Escort. A security escort will be required whenever TWTC or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for

- such an escort and TWTC shall pay for such half-hour charges in the event TWTC fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). TWTC will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.
- 9. Insurance**
- 9.1 TWTC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 TWTC shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of TWTC's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 TWTC may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to TWTC to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.4 All policies purchased by TWTC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all TWTC's property has been removed from BellSouth's Premises, whichever period is longer. If TWTC fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from TWTC.
- 9.5 TWTC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. TWTC shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from TWTC's insurance company. TWTC shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 TWTC must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If TWTC's net worth exceeds five hundred million dollars (\$500,000,000), TWTC may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. TWTC shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to TWTC in the event that self-insurance status is not granted to TWTC. If BellSouth approves TWTC for self-insurance, TWTC shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of TWTC's corporate officers. The ability to self-insure shall continue so long as the TWTC meets all of the requirements of this Section. If the TWTC subsequently no longer satisfies this Section, TWTC is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to TWTC to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or TWTC), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of TWTC's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between TWTC's equipment and equipment of BellSouth. BellSouth may conduct an inspection if TWTC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide TWTC with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, TWTC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each TWTC employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the TWTC employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. TWTC shall not be required to perform this investigation if an affiliated company of TWTC has performed an investigation of the TWTC employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if TWTC has performed a pre-employment statewide investigation of criminal history records of the TWTC employee for the states/counties where the TWTC employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 TWTC will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

- 12.3 TWTC shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the TWTC's name. BellSouth reserves the right to remove from its premises any employee of TWTC not possessing identification issued by TWTC or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. TWTC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. TWTC shall be solely responsible for ensuring that any Guest of TWTC is in compliance with all subsections of this Section 12.
- 12.4 TWTC shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. TWTC shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any TWTC personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that TWTC chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, TWTC may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 TWTC shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 TWTC shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each TWTC employee or agent hired by TWTC within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, TWTC shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, TWTC will disclose the nature of the convictions to BellSouth at that time. In the alternative, TWTC may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other TWTC employees requiring access to a BellSouth Premises pursuant to this Attachment, TWTC shall furnish BellSouth, prior to an employee gaining such

access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, TWTC shall promptly remove from BellSouth's Premises any employee of TWTC BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of TWTC is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview TWTC's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to TWTC's Security contact of such interview. TWTC and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving TWTC's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill TWTC for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that TWTC's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill TWTC for BellSouth property, which is stolen or damaged where an investigation determines the culpability of TWTC's employees, agents, or contractors and where TWTC agrees, in good faith, with the results of such investigation. TWTC shall notify BellSouth in writing immediately in the event that TWTC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. TWTC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for TWTC's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for TWTC's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to TWTC, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. TWTC may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If TWTC's acceleration of the project increases the cost of the project, then those additional charges will be incurred by TWTC. Where allowed and where practical, TWTC may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, TWTC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for TWTC's permitted use, until such Collocation Space is fully repaired and restored and TWTC's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where TWTC has placed an Adjacent Arrangement pursuant to Section 3, TWTC shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and TWTC shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null



and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

- 15.1 TWTC understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and TWTC agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and TWTC shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. TWTC should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for TWTC to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. TWTC will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by TWTC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the TWTC space with proper notification. BellSouth reserves the right to stop any TWTC work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by TWTC are owned by TWTC. TWTC will indemnify BellSouth for claims, lawsuits or damages to persons or

- property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by TWTC, or different hazardous materials used by TWTC at BellSouth Facility. TWTC must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by TWTC to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and TWTC will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and TWTC will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, TWTC must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and TWTC shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.
- 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, TWTC agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. TWTC further agrees to cooperate with BellSouth to ensure that TWTC's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by TWTC, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

<b>ENVIRONMENTAL CATEGORIES</b>	<b>ENVIRONMENTAL ISSUES</b>	<b>ADDRESSED BY THE FOLLOWING DOCUMENTATION</b>
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all application local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard)

		29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or  
Version 4Q01: 12/01/01

immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

### THREE MONTH CLEC FORECAST

CLEC NAME \_\_\_\_\_

DATE \_\_\_\_\_

STATE	Central Office/City	CAG ED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATI ONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Applicatio n Date	NOTES
			Standard Bays*	Non- Standard Bays**							
<p>*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".</p> <p>** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.</p>											

**Notes:** Forecast information will be used for no other purpose than collocation planning.

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

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COLLOCATION - Tennessee										Attachment: 4		Exhibit: D					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,767.00	3,767.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,140.00	3,140.00								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,757.00	1,757.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.75										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.80										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR	400.10										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.033	33.82	31.92								
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.066	33.94	31.95								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.51	53.27	40.16								
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	19.26	52.37	38.89								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	28.11	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56	
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.44										



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COLLOCATION - Tennessee										Attachment: 4		Exhibit: D					
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							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.059	55.67	55.67								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61	15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24	26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,027.00	2,154.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31										
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.67									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,711.00									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		925.06									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05	18.05								

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COLLOCATION - Tennessee												Attachment: 4		Exhibit: D			
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							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.45	8.45								
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.57	29.57								
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.42	279.42								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PEIAC	16.16	2,903.66	2,903.66								
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		242.05									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97										
		Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49										
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
		Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94										
		Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
		Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
		Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt, per ckt.			CLO	PE12C	0.0475	7.68									
		Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.68									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									

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COLLOCATION - Tennessee											Attachment: 4		Exhibit: D							
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COLLOCATION - Tennessee												Attachment: 4		Exhibit: D							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring			Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l			First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Remote Site-Adjacent Collocation-Application Fee						CLORS	PE1RU		755.62	755.62									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																					

**ATTACHMENT 5**

**ACCESS TO NUMBERS AND NUMBER PORTABILITY**

## TABLE OF CONTENTS

1.	NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS .....	3
2.	NUMBER PORTABILITY PERMANENT SOLUTION.....	3
3.	OPERATIONAL SUPPORT SYSTEM (OSS) RATES .....	5

## **ACCESS TO NUMBERS AND NUMBER PORTABILITY**

### **1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS**

- 1.1 During the term of this Agreement, where TWTC is utilizing its own switch, TWTC shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, TWTC will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to TWTC, BellSouth will provide TWTC with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. TWTC acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. TWTC acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that TWTC return unused intermediate numbers to BellSouth. TWTC shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow TWTC to designate up to 100 intermediate telephone numbers per rate center for TWTC's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. TWTC acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth, on a non-discriminatory basis, has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

### **2. NUMBER PORTABILITY PERMANENT SOLUTION**

- 2.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of Local Number Portability ("LNP") consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC

administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council ("NANC") or telecommunications industry fora.

- 2.2 The requirements for LNP shall include the following:
  - 2.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.
- 2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System ("SMS").
- 2.4 Network Architecture
  - 2.4.1 Architecture shall be consistent with the FCC's 2<sup>nd</sup> Report and Order.
- 2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.
- 2.6 N-1 Query. BellSouth and TWTC will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.
- 2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and TWTC shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and TWTC shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.



- 2.9 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This Section 2.9 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section 2.
- 2.10 End User Line Charge. Where TWTC subscribes to BellSouth's local switching, BellSouth shall bill and TWTC shall pay the end user line charge associated with implementing PNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
- 2.11 BellSouth and TWTC will adhere to the process flows and cutover guidelines as ordered by the FCC or as recommended by industry standard fora. BellSouth and TWTC will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry fora addressing LNP.
- 2.12 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.13 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.14 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

### **3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES**

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

**Attachment 6**

**Pre-Ordering, Ordering and Provisioning,  
Maintenance and Repair**

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## **PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR**

### **1. QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR**

1.1 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to TWTC that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.

1.2 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)  
(Resale/UNE non-coordinated,  
coordinated orders and order  
coordinated-time specific)  
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)  
(Resale/UNE non-coordinated  
orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

1.2.2 To the extent TWTC requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians to work outside regular working hours, overtime billing charges pursuant to BellSouth FCC No. 1 Tariff shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of TWTC, BellSouth will not assess TWTC additional charges beyond the rates and charges specified in this Agreement.

### **2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**

2.1 BellSouth shall provide to TWTC nondiscriminatory access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning,

maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of TWTC to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for TWTC's access and use of BellSouth's electronic interfaces are set forth at [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com) and are incorporated herein by reference.

- 2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. In addition, TWTC shall provide to BellSouth access to customer record information including electronic access where available. If electronic access is not available, TWTC shall provide paper copies of customer record information within seventy-two (72) hours. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. The Parties will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. BellSouth reserves the right to monitor TWTC's electronic access to customer record information. If BellSouth's monitor of TWTC's electronic access to customer record information reveals that TWTC is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable written notice to TWTC and after affording TWTC a reasonable opportunity to refute BellSouth's findings, or to take immediate action to cure, may take corrective action within five (5) business days, including but not limited to suspending or terminating TWTC's electronic access to BellSouth's OSS functionality. All such information obtained through such monitoring shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.1.1 Both Parties shall comply with all applicable state and federal laws, rules and regulations concerning end user customer privacy. Additionally, each Party has a duty to protect the confidentiality of proprietary information of, and relating to, the other Party. Either Party that receives or obtains proprietary information from the other Party for the purposes of providing any telecommunications service shall use such information only for such purpose, and shall not use such information for its own marketing efforts.
- 2.1.2 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-

complex and certain complex resale requests and certain network elements. TWTC may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

- 2.1.3 Maintenance and Repair. TWTC may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth will offer TWTC non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide TWTC an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the provisions of this Attachment. BellSouth and TWTC agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP) and may be amended from time to time pursuant to the CCP. As determined by the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces to implement new industry standards. The Versioning Policy, including the appropriate notification to TWTC, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.
- 3. MISCELLANEOUS**
- 3.1 Pending Orders. Orders placed in the hold or pending status by TWTC will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, TWTC shall be required to submit a new service order. Incorrect

or invalid orders returned to TWTC for correction or clarification will be held for ten (10) days. If TWTC does not return a corrected order within ten (10) days, BellSouth will cancel the order.

- 3.2 Single Point of Contact. TWTC will be the single point of contact with BellSouth for ordering activity for network elements and other services used by TWTC to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. TWTC and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to an order from another carrier, BellSouth may disconnect that network element(s) being used by TWTC to provide service to that end user and may reuse such network element(s) or facilities to enable such other carrier to provide service to the end user. BellSouth will notify TWTC that such an order has been processed, but will not be required to notify TWTC in advance of such processing.
- 3.3 Use of Facilities. When a customer of TWTC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to TWTC by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify TWTC that such an order has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier ("IXC") (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If TWTC cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of

that order will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5, as applicable.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by TWTC, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in Attachment 2, Exhibit C (i.e., the BellSouth Product and Services Interval Guide). The charges as outlined in BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.



## **Attachment 7**

### **Billing**

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## BILLING

### 1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) provided to TWTC under this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
  - 1.1.1 For any service(s) BellSouth receives from TWTC, TWTC shall bill BellSouth in CABS/SECABS format
  - 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
  - 1.1.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth. No additional switched access charges are to be assessed to TWTC.
  - 1.1.4 BellSouth will render bills each month for resold lines on established bill days for each of TWTC's accounts.
  - 1.1.5 BellSouth will bill TWTC in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill TWTC, and TWTC will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges ("TRS"), and franchise fees.
  - 1.1.6 BellSouth will not perform billing and collection services for TWTC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 1.2 Establishing Accounts. After receiving certification as a local exchange carrier from the appropriate regulatory agency, TWTC will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide

telecommunications services, the appropriate Operating Company Number (“OCN”) assigned by the National Exchange Carriers Association (“NECA”), Carrier Identification Code (“CIC”), Group Access Code (“GAC”), Access Customer Name and Abbreviation (“ACNA”), as applicable, and a tax exemption certificate, if applicable.

- 1.2.1 Payment Responsibility. Payment of all charges will be the responsibility of each Party. Each Party shall make payment to the other Party for all services billed. Payments made by each Party to the other Party as payment on account will be credited to accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between TWTC and TWTC’s customer, nor will TWTC become involved in billing disputes that may arise between BellSouth and BellSouth’s customers.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.
- 1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth’s receipt of tax exemption certificate, the total amount billed to TWTC will not include those taxes or fees from which TWTC is exempt. TWTC will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of TWTC.
- 1.6 Late Payment. If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by that Party in funds that are not immediately available to that Party, then a late payment charge shall be due to the billing Party. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth as appropriate by the billing Party. In addition to any applicable late payment charges, by either Party may be charged a fee for all returned checks as set forth pursuant to the applicable state law.
- 1.7 Termination of Services on Default. The procedures for the termination of services on default are as follows:

- 1.7.1 Either Party may, in its sole discretion, suspend or terminate any of the services described and provided to the other Party pursuant to the terms of this Agreement for failure to make timely payments of any undisputed amount due and owing hereunder; or in the event of prohibited, unlawful or improper use of the other party's facilities or services. Notwithstanding any provision to the contrary in this Section 1.7, all billing disputes, including but not limited to any right to set off, shall be resolved pursuant to Section 3 of this Attachment rather than pursuant to this Section.
- 1.7.2 All payments on account shall be due and owing when received and shall become delinquent on the same day of the following month after the original bill day. At such time as any amount owed hereunder shall become delinquent, the Party seeking payment may provide written notice to the delinquent Party that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received within fifteen (15) days following the date of the notice. In addition, the Party seeking payment may, at the same time, give written notice to the delinquent Party that existing services may be discontinued if payment is not received within thirty (30) days from the date of such notice.
- 1.7.3 Upon discontinuance of services in accordance with this paragraph 1.7, all billed charges and applicable termination charges shall become immediately due and payable.
- 1.7.4 If either Party fails to exercise its right to discontinue any services in accordance with this paragraph 1.7 within the timeframes described in paragraph 1.7.2, such failure shall not be construed as a waiver, and services may be discontinued without further notice at any time thereafter.
- 1.7.5 The Parties acknowledge that discontinuance of service pursuant to this paragraph 1.7 may result in discontinuance of service to the end user customer of the Party whose services have been terminated. The end user customer's service provider is solely responsible for notifying the end user customer of the service discontinuance. TWTC is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after TWTC has been denied and no arrangements to reestablish service have been made consistent with this subsection, TWTC's service will be disconnected.

1.8 Deposit Policy.

- 1.8.1 Credit Analysis TWTC shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. BellSouth shall utilize a commercially acceptable credit scoring tool applied in a commercially reasonable manner to determine TWTC's credit worthiness. The credit scoring tool utilized may consider: number of years in business; management history; liens, suits and

judgments; payment history with third parties; payment history with BellSouth (on undisputed amounts); publicly available information. BellSouth will use a commercially acceptable financial scoring tool applied in a commercially reasonable manner to consider financial data evidencing the degree of financial stability including but not limited to: debt ratings; debt performance; net worth; cash flow; debt/net worth; profitability and financial statements, if available. BellSouth may consider other data made available to BellSouth by TWTC. Using the data, tools and analysis described above, BellSouth will determine in a commercially reasonable manner whether TWTC represents a credit risk and whether a deposit is required to secure TWTC's account. BellSouth shall provide its analysis and supporting documentation to TWTC upon written request.

- 1.8.2 Deposit Amounts and Interest If, in the reasonable discretion of BellSouth, circumstances so warrant and/or gross monthly billing has materially increased with respect to the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. The total of initial and additional security deposits collected under this Section shall not exceed two months' estimated billing. Compensation for the transport and termination of traffic and the purchase of interconnection trunks and facilities out of BST's tariffs shall be excluded from the billed amounts considered in calculating the amount of the deposit pursuant to this Section 1.8. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit, or Surety Bond, provided that these documents are in a form reasonably acceptable to BellSouth. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms of BellSouth's FCC Tariff No.1.
- 1.8.3 Payments TWTC shall pay any applicable deposit within forty-five (45) days following written notice that a deposit is required pursuant to this Section. Any such security deposit shall in no way release TWTC from its obligation to make complete and timely payments of undisputed bills. In the event TWTC defaults on its account, service to TWTC will be terminated and any security deposits will be applied to TWTC's account. Requests for security deposits pursuant to this Section 1.8 shall constitute an amount billed by BellSouth pursuant to this Agreement, and payment of the deposit shall be subject to the remainder of the provisions of this Attachment.
- 1.8.4 Refund After TWTC has established a consecutive twelve (12) month history of prompt payment and provided that a new credit analysis indicates that TWTC is no longer a credit risk, or upon the expiration of this Agreement, whichever is earlier, the deposit, plus accrued interest if applicable, will be returned to TWTC; provided, however, that in the event BellSouth is holding a security deposit under this Agreement at the time the Parties enter into a Subsequent Agreement containing a provision for payment of deposits, BellSouth may continue to hold the deposit under the Subsequent Agreement to the extent provided in such Subsequent Agreement.

1.8.5 Notwithstanding anything to the contrary in this Section 1.8, in the event that the amount BellSouth bills to TWTC monthly under this Agreement (subject to the exclusions set forth in Section 1.8.2 above) does not exceed the lesser of (1) \$50,000 or (2) five percent (5%) of the total amount BellSouth bills to TWTC under all agreements, tariffs or other arrangements for services purchased from BellSouth, then in its discretion, BellSouth may elect not to pursue a deposit pursuant to this Agreement. Nothing herein shall prevent or limit BellSouth from pursuing deposits under any other applicable tariff, agreement or other arrangements for services.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from TWTC, shall be forwarded to the individual and/or address provided by TWTC in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by TWTC as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from TWTC to BellSouth's billing organization, a final notice of disconnection of services purchased by TWTC under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMD5) are set out in Exhibit A to this Attachment.

## **2. BILLING DISPUTES**

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Until such time as OBF issues an approved industry standard billing dispute format, TWTC shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. TWTC shall report billing disputes using an industry standard billing dispute format once it has been approved by OBF. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation,

which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth above in Section 1.6. The Parties may assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

### **3. RAO HOSTING**

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to TWTC by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 TWTC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to TWTC on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 TWTC must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, TWTC must request that BellSouth establish a unique hosted RAO code for TWTC. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.